



# BORING LOG:

B201

Ground Elevation:	See Plan	Total Depth:	27.0 Feet	Logged By:	PDD/DEG
GW encountered:	N.M. Feet	Boring Diameter:	4 Inches	Date Drilled:	4/24/07 to 4/24/07
GW @ completion:	N.M. Feet	Well Stickup:	0	Driller:	Northern Test Borings (Mike)

DEPTH	DESCRIPTION	REMARKS	SAMPLE	SAMPLE NUMBER	BLOW COUNTS (per 6 inches)	PENETRATION/ RECOVERY (in)	USCS SYMBOL	N	WELL
	6" Topsoil	(moist) Grinding Cobbles and Boulders 2'-4'		SS1	3,2 7,19	24/13	SW-GW	9	
	Fine to coarse SAND and GRAVEL, trace silt								
5	(firm)	(damp) @ 7.6' Auger Refusal (moved hole 5' to west)		SS2	4,5 10,4	24/14	SM-ML	15	
	Brown fine to coarse SAND and SILT								
10	(firm)	(wet)		SS3	3,3 2,4	24/17	SM	5	
	becomes little silt								
15	(loose)	(moist)		SS4	3,7 10,14	24/24	CL/ML	17	
	CLAY and SILT								
		(wet)		SS5	6,8 5,6	24/24	CL/ML	13	
25		(wet)		SS6	7, 50/5"	24/11	CL/ML	>50	
	(stiff)								
	Spoon Refusal @ 25.9' bgs.								
	Auger Refusal @ 27.0'								
30									
35									

## NOTES:

1. Drilling Method: Automatic Hammer with 2-1/4" i.d. Hollow Stem Auger (HSA)
  2. Soil Sampling: 2-inch Split Spoon Sampler driven with 140 lb. mer falling 30 inches (Auto-Hammer).
- .M.= Not Measured, N.O.= Not Observed, N.T.= Not Tested,

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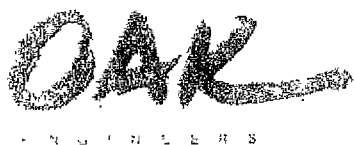
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Project No.:

064006

Page:

VIL\_RESP02664



# BORING LOG:

B202

Ground Elevation:	See Plan	Total Depth:	31.9' Feet	Logged By:	PDD/DEG
GW encountered:	N.M. Feet	Boring Diameter:	4 Inches	Date Drilled:	4/24/07 to 4/24/07
GW @ completion:	N.M. Feet	Well Stickup:	0	Driller:	Northern Test Borings

DEPTH	DESCRIPTION	REMARKS	SAMPLE	SAMPLE NUMBER	BLOW COUNTS (per 6 inches)	PENETRATION/ RECOVERY (in.)	USCS SYMBOL	N	WELL
	Mottled, fine to medium SAND, some clay/silt, trace organic fibers	(damp)		SS1	2,1 2,3	24/7	SM	3	
5	(very loose) Mottled CLAY/SILT, little fine sand	(moist) Petroleum Odor		SS2	4,4 2,3	24/12	CL/ML	6	
10		(moist) Petroleum Odor		SS3	2,3 3,4	24/20	CL/ML	6	
15	(medium) Mottled CLAY	(moist) Petroleum Odor		SS4	7,8 10,12	24/24	CL/ML	18	
		(moist) Petroleum Odor		SS5	8,10 10,12	24/11	CL/ML	20	
25		(wet) Petroleum Odor		SS6	4,5 5,4	24/24	CL/ML	10	
30	(stiff) Gray coarse GRAVEL, some fine to medium Sand, Silt/Clay (firm) Spoon Refusal @ 31.9' bgs.	(wet)		SS7	15,17 18, 50/4"	24/14	GM	35	
35									

## NOTES:

- Drilling Method: Automatic Hammer with 2-1/4" i.d. Hollow Stem Auger (HSA)
  - Soil Sampling: 2-inch Split Spoon Sampler driven with 140 lb. mer falling 30 inches (Auto-Hammer).
- N.M.= Not Measured, N.O.= Not Observed, N.T.= Not Tested,

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Project No.:

064006

Page:

VIL\_RESP02665



## BORING LOG:

B.203

Ground Elevation:	See Plan	Total Depth:	10.75 Feet	Logged By:	PDD/DEG
GW encountered:	N.M. Feet	Boring Diameter:	4 Inches	Date Drilled:	4/24/07 to 4/24/07
GW @ completion:	N.M. Feet	Well Suckup:	0	Driller:	Northern Test Borings

DEPTH	DESCRIPTION	REMARKS	SAMPLE	SAMPLE NUMBER	BLOW COUNTS (per 6 inches)	PENETRATION/ RECOVERY (in.)	USCS SYMBOL	N	WELL
	Brown fine to medium SAND, some Silt/Clay, trace coal, organic fiber	(moist)		SS1	2,2 2,2	24/15	SM	4	
5	becomes gray	(saturated)		SS2	1,1 1,1	24/8	SM	2	
10	becomes little wood (very loose to very dense) Spoon Refusal @ 10.8' bgs.	(wet) Petroleum Vapor		SS3	4, 50/3"	24/5	SM	>50	
15									
25									
30									
35									

## NOTES:

1. Drilling Method: Automatic Hammer with 2-1/4" i.d. Hollow Stem Auger (HSA)
  2. Soil Sampling: 2-inch Split Spoon Sampler driven with 140 lb. mer falling 30 inches (Auto-Hammer)
- N.M.= Not Measured, N.O.= Not Observed, N.T.= Not Tested,

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Project No.:

064006

Page:

VIL\_RESP02666



## BORING LOG:

B203

Ground Elevation:	See Plan	Total Depth:	10.75 Feet	Logged By:	PDD/DEG
GW encountered:	5.0 Feet	Boring Diameter:	4 inches	Date Drilled:	4/24/07 to 4/24/07
GW @ completion:	N.M. Feet	Wall Stickup:	0	Driller:	Nonhern Test Borings

DEPTH	DESCRIPTION	REMARKS	SAMPLE	SAMPLE NUMBER	BLOW COUNTS (per 6 inches)	PENETRATION/ RECOVERY (in.)	USCS SYMBOL	N	WELL
	Brown fine to medium SAND, some Silt/Clay, trace coal, organic fiber	(moist)		SS1	2,2 2,2	24/15	4	SM	
5	becomes gray	(saturated)		SS2	1,1 1,1	24/8	2	SM	
10	becomes little wood (very loose to very dense) Spoon Refusal @ 10.8' bgs.	(wet) Petroleum Vapor		SS3	4, 50/3"	24/5	>50	SM	
15									
25									
30									
35									

## NOTES:

- Drilling Method: Automatic Hammer with 2-1/4" i.d. Hollow Stem Auger (HSA)
  - Soil Sampling: 2-inch Split Spoon Sampler driven with 140 lb hammer falling 30 inches (Auto-Hammer).
- J.M. = Not Measured, N.O. = Not Observed, N.T. = Not Tested,

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Project No.:

064006

Page:

VIL\_RESP02667



# BORING LOG:

B204

Ground Elevation:	See Plan	Total Depth:	20.8 Feet	Logged By:	PDD/DEG
GW encountered:	N.M Feet	Boring Diameter:	4 inches	Date Drilled:	4/24/07 to 4/24/07
GW @ completion:	N.M Feet	Well Stickup:	0	Driller:	Northern Test Borings

DEPTH	DESCRIPTION	REMARKS	SAMPLE	SAMPLE NUMBER	BLOW COUNTS (per 6 inches)	PENETRATION/ RECOVERY (in)	USCS SYMBOL	N	WELL
	Brown fine to medium SAND, little organic fibers, fine gravel	(moist)		SS1	4,5 9,10	24/4	SW	14	
5	becomes some fine to coarse gravel, little coal, trace silt/clay	(moist)		SS2	3,4 5,7	24/7	SW	9	
10	(firm) Brown fine SAND, little silt	(moist)		SS3	3,2 2,3	24/12	SM	4	
15	(loose) Fine to coarse GRAVEL and fine SAND/SILT	(moist)		SS4	1,1 3,5	24/1	SM-GM	4	
	(loose) Gray CLAY	(saturated)		SS5	2,1 1,1	24/24	CL	2	
		(saturated)		SS6	2,2 2,2	24/24	CL	4	
25		(saturated)		SS7	2,2 2,2	24/24	CL	4	
		(saturated)		SS8	2,1 2,1	24/24	CL	3	
30		(saturated)		SS9	1,1 2,1	24/24	CL	3	
		(saturated)		SS10	1,2 2,2	24/24	CL	4	
		(saturated)		SS11	1,1 1,2	24/20	CL	2	
35		(saturated)		SS12	1,1 1,1	24/24	CL	2	
		(saturated)		SS13	1,2 1,1	24/24	CL	3	
	(very soft) Gray SILT/CLAY, little fine sand	(saturated)		SS14	1,2 2,1	24/24	CL	4	

## NOTES:

- Drilling Method: Automatic Hammer with 2-1/4" i.d. Hollow Stem Auger (HSA)
  - Soil Sampling: 2-inch Split Spoon Sampler driven with 140 lb. hammer falling 30 inches (Auto-Hammer).
- N.M. = Not Measured, N.O. = Not Observed, N.T. = Not Tested,

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Project No.: 064006

Page:

VIL\_RESP02668



## BORING LOG:

B204

Ground Elevation.	See Plan	Total Depth:	20.9 Feet	Logged By:	PDD/DEG
GW encountered:	N.M. Feet	Boring Diameter:	4 Inches	Date Drilled:	4/24/07 to 4/24/07
GW @ completion.	N.M. Feet	Well Stickup:	0	Driller:	Northern Test Borings

DEPTH	DESCRIPTION	REMARKS	SAMPLE	SAMPLE NUMBER	BLOW COUNTS (per 6 inches)	PENETRATION/ RECOVERY (in.)	USCS SYMBOL	N	WELL
	(soft) Gray fine SAND, little silt (very dense) Spoon Refusal @ 40.9' bgs.	(wet)		SS15	7, 50/4"	24/8	SM	>50	
45									
50									
55									
60									
65									
70									
75									

## NOTES:

- 1 Drilling Method: Automatic Hammer with 2-1/4" i.d. Hollow Stem Auger (HSA)
  - 2 Soil Sampling: 2-inch Split Spoon Sampler driven with 140 lb. hammer falling 30 inches (Auto-Hammer).
- I.M.= Not Measured, N.O.= Not Observed, N.T.= Not Tested,

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Project No.:

064006

Page:

2

VIL\_RESP02669



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# BORING LOG:

B205

Ground Elevation:	See Plan	Total Depth:	19.0 Feet	Logged By:	PDD/DEG
GW encountered:	N M Feet	Boring Diameter:	4 Inches	Date Drilled:	4/24/07 to 4/24/07
GW @ completion:	N M Feet	Well Stickup:	0	Driller:	Northern Test Borings

DEPTH	DESCRIPTION	REMARKS	SAMPLE	SAMPLE NUMBER	BLOW COUNTS (per 6 inches)	PENETRATION/ RECOVERY (in.)	USCS SYMBOL	N	WELL
	Gray fine to medium SAND, little gravel, brick, coal, trace organics	(damp)		SS1	7, 50/2"	24/5	SW	>50	
5	(very dense) becomes some fine to coarse gravel, little silt/clay, trace coal, brick	(moist)		SS2	2,4 4,5	24/6	SM	6	
10	(firm) Gray fine SAND and CLAY/SILT	(wet)		SS3	2,2 2,2	24/12	SM-CL/ML	4	
15	becomes little silt/clay (very loose to very dense) Moderately fractured, very hard, sound, bedded sandstone and quartz.	(moist)		SS4	7,18 32, 50/4"	24/14	SM-CL/ML	50	
	Boring Terminated @ 21.9' bgs.	Run #1. 16.9 - 21.9 FT. Recovery = 100% RQD = 70%							
25									
30									
35									

## NOTES:

1. Drilling Method. Automatic Hammer with 2-1/4" i.d. Hollow Stem Auger (HSA)
  2. Soil Sampling: 2-inch Split Spoon Sampler driven with 140 lb. hammer falling 30 inches (Auto-Hammer).
- N.M. = Not Measured, N.O. = Not Observed, N.T. = Not Tested,

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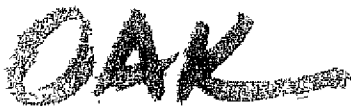
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Project No.: 064006 Page: 1

VIL\_RESP02670



## BORING LOG:

B206

Ground Elevation:	See Plan	Total Depth:	10.1 Feet	Logged By:	PDD/DEG
GW encountered:	N.M. Feet	Boring Diameter:	4 Inches	Date Drilled:	4/24/07 to 4/24/07
GW @ completion:	N.M. Feet	Wall Stickup:	0	Driller:	Northern Test Borings

DEPTH	DESCRIPTION	REMARKS	SAMPLE	SAMPLE NUMBER	BLOW COUNTS (per 6 inches)	PENETRATION/ RECOVERY (in.)	USCS SYMBOL	N	WELL
	Brown fine to medium SAND, little silt/clay, fine gravel, brick, organic fiber	(damp)		SS1	3,5 6,4	24/6	SM	11	
5		(moist)		SS2	2,4 4,5	24/4	SM	8	
10	(firm) BRICK and WOOD (very dense) Spoon Refusal @ 10.1' bgs.	(damp)		SS3	50/1"	24/2	-	>50	
15									
25									
30									
35									

## NOTES:

1. Drilling Method: Automatic Hammer with 2-1/4" I.d. Hollow Stem Auger (HSA)

2. Soil Sampling: 2-inch Split Spoon Sampler driven with 140 lb. or falling 30 inches (Auto-Hammer).

3. M.= Not Measured, N.O.= Not Observed, N.T.= Not Tested,

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Project No.: 064006

VIL\_RESP02671

Page: 1



## BORING LOG:

B207

Ground Elevation:	See Plan	Total Depth:	20.6 Feet	Logged By:	PDD/DEG
GW encountered:	N.M. Feet	Boring Diameter:	4 inches	Date Drilled:	4/24/07 to 4/24/07
GW @ completion:	N.M. Feet	Wall Suckup:	0	Driller:	Northern Test Borings

DEPTH	DESCRIPTION	REMARKS	SAMPLE	SAMPLE NUMBER	BLOW COUNTS (per 6 inches)	PENETRATION/ RECOVERY (in )	USCS SYMBOL	N	WELL
	Brown fine SAND and GRAVEL	(moist)		SS1	6,8 12,10	24/20	SP- GP	20	
5	(firm) becomes some SILT	(moist)		SS2	1,1 2,3	24/8	SM- GM	3	
10	(loose) Gray CLAY	(saturated)		SS3	2,1 5,4	24/24	CL	6	
15		(saturated)		SS4	2,1 1,2	24/24	CL	2	
		(saturated)		SS5	1,1 1,2	24/24	CL	2	
	(medium to very soft) Fine SAND, some Silt	(saturated)		SS6	0/12" 23, 50/1"	24/24	SM	23	
	(firm) Spoon Refusal @ 20.6' bgs								
25									
30									
35									

## NOTES:

1. Drilling Method: Automatic Hammer with 2-1/4" I.d. Hollow Stem Auger (HSA)
  2. Soil Sampling: 2-inch Split Spoon Sampler driven with 140 lb. hammer falling 30 inches (Auto-Hammer).
- N.M.= Not Measured, N.O.= Not Observed, N.T.= Not Tested,

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Project No.:

064006

Page:

VIL\_RESP02672



# BORING LOG:

B208

Ground Elevation:	See Plan	Total Depth:	42.0 Feet	Logged By:	PDD/DEG
GW encountered:	N.M. Feet	Boring Diameter:	4 inches	Date Drilled:	4/24/07 to 4/24/07
GW @ completion:	N.M. Feet	Well Stickup:	0	Driller:	Northern Test Borings

DEPTH	DESCRIPTION	REMARKS	SAMPLE	SAMPLE NUMBER	BLOW COUNTS (per 6 inches)	PENETRATION/ RECOVERY (in.)	USCS SYMBOL	N	WELL
	Brown fine to medium SAND, trace fine gravel, organic fibers, brick	(moist)		SS1	2,3 3,8	24/10	SW	6	
5	becomes little coal, brick, cement	(moist)		SS2	2,2 2,2	24/5	SW	4	
10	(loose) becomes little wood, clay/silt, trace fine gravel	(wet)		SS3	1,1 5,7	24/12	SM	6	
15	becomes gray, fine SAND, trace organic fibers (loose) Gray CLAY	(wet)  w=35%		SS4 T-1	2,2 3,3	24/15	SP CL	5	
		(wet)		SS5	2,1 1,1	24/24	CL	2	
		(wet)		SS6	1,1 1,1	24/24	CL	2	
25		(wet)		SS7	1,1 1,1	24/24	CL	2	
		(wet)		SS8	1,1 1,1	24/24	CL	2	
		(wet)		SS9	1,1 1,1	24/24	CL	2	
30		(wet)		SS10	1,1 1,1	24/24	CL	2	
		(wet)		SS11	1,2 1,1	24/20	CL	3	
35		(wet)		SS12	1,1 2,1	24/24	CL	3	
	(soft/very soft) Gray fine SAND, some Clay/Silt	(moist)		SS13	2,2 3,4	24/24	SM	5	

## NOTES:

1. Drilling Method: Automatic Hammer with 2-1/4" i.d. Hollow Stem Auger (HSA)
  2. Soil Sampling: 2-inch Split Spoon Sampler driven with 140 lb. hammer falling 30 inches (Auto-Hammer).
- J.M.= Not Measured, N.O.= Not Observed, N.T.= Not Tested,

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Project No.:

064006

Page:

VIL\_RESP02673



## BORING LOG:

B208

Ground Elevation:	See Plan	Total Depth:	42.0 Feet	Logged By:	PDO/DEG
GW encountered:	N.M. Feet	Boring Diameter:	4 Inches	Date Drilled:	4/24/07 to 4/24/07
GW @ completion:	N.M. Feet	Well Stickup:	0	Driller:	Northern Test Borings

DEPTH	DESCRIPTION	REMARKS	SAMPLE	SAMPLE NUMBER	BLOW COUNTS (per 6 inches)	PENETRATION/ RECOVERY (in)	USCS SYMBOL	N	WELL
	(loose) Gray fine to medium SAND	(wet)	X	SS15	7,7 10,12	24/8	SM	17	
	(firm) Boring Terminated @ 42.0' bgs.								
45									
50									
55									
60									
65									
70									
75									

## NOTES:

1. Drilling Method: Automatic Hammer with 2-1/4" i.d. Hollow Stem Auger (HSA)
2. Soil Sampling: 2-inch Split Spoon Sampler driven with 140 lb. or falling 30 inches (Auto-Hammer).
3. = Not Measured, N.O.= Not Observed, N.T.= Not Tested,

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Project No.: 064006

VIL RESP02674

Page: 2



## BORING LOG:

B209

Ground Elevation:	See Plan	Total Depth:	26.9 Feet	Logged By:	PDD/DEG
GW encountered:	N.M. Feet	Boring Diameter:	4 inches	Date Drilled:	4/24/07 to 4/24/07
GW @ completion:	N.M. Feet	Well Stickup:	0	Driller:	Northern Test Borings

DEPTH	DESCRIPTION	REMARKS	SAMPLE	SAMPLE NUMBER	BLOW COUNTS (per 6 inches)	PENETRATION/ RECOVERY (in)	USCS SYMBOL	N	WELL
	Brown/black fine to medium SAND, little fine gravel, coal, trace brick	(moist)		SS1	17,15 7,5	24/24	SW	22	
5		(damp)		SS2	1,1 1,1	24/8	SW	2	
10	(firm to very loose) Gray fine to mediums SAND, some Silt/Clay, trace organic fiber	(wet)		SS3	1,1 1,3	24/10	SM	2	
15		(saturated)		SS4	4,4 5,7	24/12	SM	9	
	(very loose to firm) Gray CLAY	(saturated)		SS5	2,1 1,1	24/20	CL	2	
		(saturated)		SS6	1,1 1,1	24/24	CL	2	
25		(saturated)		SS7	1,1 1,3	24/24	CL	2	
	becomes some fine Sand (very soft) Spoon Refusal @ 26.9' bgs.	(saturated)		SS8	7, 50/4"	24/10	CL	>50	
30									
35									

## NOTES:

- Drilling Method: Automatic Hammer with 2-1/4" i.d. Hollow Stem Auger (HSA)
  - Soil Sampling: 2-inch Split Spoon Sampler driven with 140 lb. hammer falling 30 inches (Auto-Hammer).
- N.M. = Not Measured, N.O. = Not Observed, N.T. = Not Tested,

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Project No.:

064006

Page:

VIL\_RESP02675



## BORING LOG:

B210

Ground Elevation:	See Plan	Total Depth:	25.0 Feet	Logged By:	PDD/DEG
GW encountered:	N.M. Feet	Boring Diameter:	4 Inches	Date Drilled:	4/24/07 to 4/24/07
GW @ completion:	N.M. Feet	Well Stickup:	0	Driller:	Northern Test Borings

DEPTH	DESCRIPTION	REMARKS	SAMPLE	SAMPLE NUMBER	BLOW COUNTS (per 6 inches)	PENETRATION/ RECOVERY (in.)	USCS SYMBOL	N	WELL
	Brown fine to medium SAND, little silt/clay, coal, trace organic fibers, brick	(damp)		SS1	2,5 2,2	24/18	SM	7	
5	becomes little fine gravel	(moist)		SS2	1,1 1,1	24/4	SM	2	
10	(loose to very loose) Brown fine to medium SAND and BRICK	(saturated) Petroleum Odor		SS3	1,1 2,2	24/4	SW	3	
15	(very loose) Gray CLAY	(saturated)		SS4	2,1 1,1	24/10	CL	2	
		(saturated)		SS5	1,1 1,1	24/24	CL	2	
		(saturated)		SS6	1,1 1,1	24/24	CL	2	
		(saturated)		SS7	2,8 5,7	24/22	CL	13	
25	(very soft to stiff) Boring Terminated @ 25.0' bgs.								
30									
35									

## NOTES:

1. Drilling Method: Automatic Hammer with 2-1/4" i.d. Hollow Stem Auger (HSA)
2. Soil Sampling: 2-inch Split Spoon Sampler driven with 140 lb. mer falling 30 inches (Auto-Hammer).
3. N.M.= Not Measured, N.O.= Not Observed, N.T.= Not Tested,

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Project No.:

064006

Page:

1

VIL\_RESP02676



# BORING LOG:

B211

Ground Elevation:	See Plan	Total Depth:	33.0 Feet	Logged By:	PDD/DEG
GW encountered:	N.M. Feet	Boring Diameter:	4 Inches	Date Drilled:	4/24/07 to 4/24/07
GW @ completion:	N.M. Feet	Well Slickup:	0	Driller:	Northern Test Borings

DEPTH	DESCRIPTION	REMARKS	SAMPLE	SAMPLE NUMBER	BLOW COUNTS (per 6 inches)	PENETRATION/ RECOVERY (in.)	USCS SYMBOL	N	WELL
	Brown fine to coarse SAND, some fine to coarse gravel, trace brick, organic fibers	(damp)		SS1	7,12 3,6	24/8	SW	15	
5	(firm) Gray fine to medium SAND and CLAY/SILT, some Wood, Coal	(damp)		SS2	1,1 1,3	24/10	SM-CL/ML	2	
10		(damp)		SS3	12,5 14,17	24/15	SM-CL/ML	19	
15	(very loose to firm) Mottled CLAY	(moist)		SS4	14,16 18,21	24/4	CL	34	
		(moist)		SS5	3,6 7,9	24/24	CL	13	
25	becomes gray	(wet)		SS6	2,1 2,2	24/24	CL	3	
		(wet)		SS7	1,2 2,1	24/24	CL	4	
30		(wet)		SS8	1,2 2,2	24/24	CL	4	
	(hard to soft) Tan fine SAND, little Sil/Clay	(saturated)		SS9	7,10 12,15	24/24	SM	22	
	(firm) Boring Terminated @ 33.0' bgs								
35									

## NOTES:

1. Drilling Method: Automatic Hammer with 2-1/4" i.d. Hollow Stem Auger (HSA)
  2. Soil Sampling: 2-inch Split Spoon Sampler driven with 140 lb. mer falling 30 inches (Auto-Hammer).
- N.M. = Not Measured, N.O. = Not Observed, N.T. = Not Tested,

## CLIENT:

Northeast Civil Solutions

## SITE:

Village at Little Falls  
Depot Street  
South Windham, Maine

Project No.:

064006

Page:

1

VIL\_RESP02677



**E N G I N E E R S**

Civil Engineers & Land Surveyors

## Soil & Rock Classification Guidelines

<b>Grain Size</b>		
Material	Fraction	Sieve Size
Boulders		12" +
Cobbles		3" - 12"
Gravel	coarse	3/4" - 3"
	fine	No. 4 to 3/4"
Sand	coarse	No. 10 to No. 40
	medium	No. 40 to No. 100
	fine	No. 100 to No. 200
Fines (Silt & Clay)		Passing No. 200

Identification of soil type is made on basis of an estimate of particle sizes, and in the case of fine grained soils also on basis of plasticity.

<b>Classification - Rock Terms</b>			
Term		Meaning	
Hardness	Soft	Scratched by fingernail	
	Medium Hard	Scratched easily by penknife	
	Hard	Scratched with difficulty by penknife	
	Very Hard	Cannot be scratched by penknife	
Weathering	Very Weathered	Judged from relative amounts of disintegration, iron staining, core recovery, clay seams, etc.	
	Weathered		
	Sound		
Bedding	Laminated	( < 1" )	Natural Break in Rock Layers
	Thin Bedded	( 1" - 4" )	
	Bedded	( 4" - 12" )	
	Thick Bedded	( 12" - 36" )	
	Massive	( > 36" )	

<b>Coarse and Fine Grained Soils</b>	
Descriptive Adjective	*Percentage Requirement
Trace	1-10%
Little	10-20%
Some	20-35%
And	35-50%

When sampling gravelly soils with a standard split spoon, the true percentage of gravel is often not recovered due to the relatively small sampler diameter.

\*Percentage measured by weight.

<b>Rock Weathering Classification</b>		
Grade	Symbol	Diagnostic Features
Fresh	F	No visible sign of decomposition or discoloration. Rings under hammer impact.
Slightly Weathered	WS	Slight discoloration inwards from open fracture, otherwise similar to F.
Moderately Weathered	WM	Discoloration throughout. Weaker mineral such as feldspar decomposed. Strength somewhat less than fresh rock but cores can not be broken by hand or scraped by knife.
Highly Weathered	WH	Most minerals somewhat decomposed. Specimens can be broken by hand with effort or shaved with knife. Core stones present in rock mass. Texture becoming distinct but fabric.
Completely Weathered	WC	Minerals decomposed to soil but fabric and structure preserved (Saprolite). Specimens easily crumbled or penetrated.
Residual Soil	RS	Advanced state of decomposition resulting in Plastic soils. Rock fabric and structure completely destroyed. Large volume change.

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**E N G I N E E R S**

Civil Engineers & Land Surveyors

### Unified System Classification of Soils (ASTM D-2487)

Major Divisions			Group Symbols	Typical Names
Coarse-Grained Soils More than 50% retained on No. 200 Sieve	Gravels 50% or more of coarse fraction retained on No. 4 sieve.	Clean Gravels	GW	Well-graded gravels and gravel-sand mixtures, little or no fines.
			GP	Poorly graded gravels and gravel-sand mixtures, little or no fines.
		Gravels w/ Fines	GM	Silty gravels, gravel-sand-silt mixtures.
			GC	Clayey gravels, gravel-sand-clay mixtures.
	Sands more than 50% coarse fraction passes No. 4 sieve.	Clean Sands	SW	Well-graded sands and gravelly sands little or no fines.
			SP	Poorly graded sands and gravelly sands little or no fines.
		Sands w/ Fines	SM	Silty gravels, gravel-sand-silt mixtures.
			SC	Clayey sands, sand-clay mixtures.
Fine-Grained Soils 50% or more passes No. 200 Sieve	Silts and Clays Liquid Limit 50% or less.		ML	Inorganic silts, very fine sands, rock flour, silty or clayey sands.
			CL	Inorganic clays of low plasticity, gravelly clays, sandy clays, silty clays.
			OL	Organic silts and organic silty clays of low plasticity.
	Silts and Clays Liquid Limit greater than 50%.		MH	Inorganic silts, micaceous or diatomaceous fine sands or silts, elastic silts
			CH	Inorganic clays of high plasticity, fat clays.
			OH	Organic clays of medium to high plasticity.
Highly Organic Soils			Pt	Peat, much and other highly organic soils

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**ATTACHMENT C**

**Laboratory Analysis**

**Supplemental Geotechnical Investigation  
Village at Little Falls, LLC  
7 to 13 Depot Street  
South Windham, Maine**

Project Name:	So. Windham		
Project Location:	---		
GTX #:	7434	Tested By:	md
Test Date:	05/02/07	Checked By:	idt

TUBE LOG using  
Density of Soil In Place by the Drive Cylinder Method by ASTM D 2937  
and Moisture Content by ASTM D 2216

Boring ID	Sample ID	Depth, ft	Section	Visual Description	Bulk Density, lb/ft <sup>3</sup>	Moisture Content, %	Dry Density, lb/ft <sup>3</sup>
* <del>B-105</del>	---	17-19	Top	Wet, gray clayey silt, very soft	109	32	82.8
* <del>B-105</del>	---	17-19	Middle	Wet, gray clayey silt, very soft	121	35	89.7
* <del>B-105</del>	---	17-19	Bottom	Wet, gray clayey silt, very soft	111	38	79.9

Notes: Density determined on undisturbed tube sample provided to GeoTesting Express in a Shelby tube  
Moisture content determined by ASTM D 2216 at 110° C

\* B208  
D&E

VIL\_RESP02681

Client:	Oak Engineers
Project Name:	So. Windham
Project Location:	---
GTX #:	7434
Date:	05/11/07
Tested by:	md
Checked by:	jdt

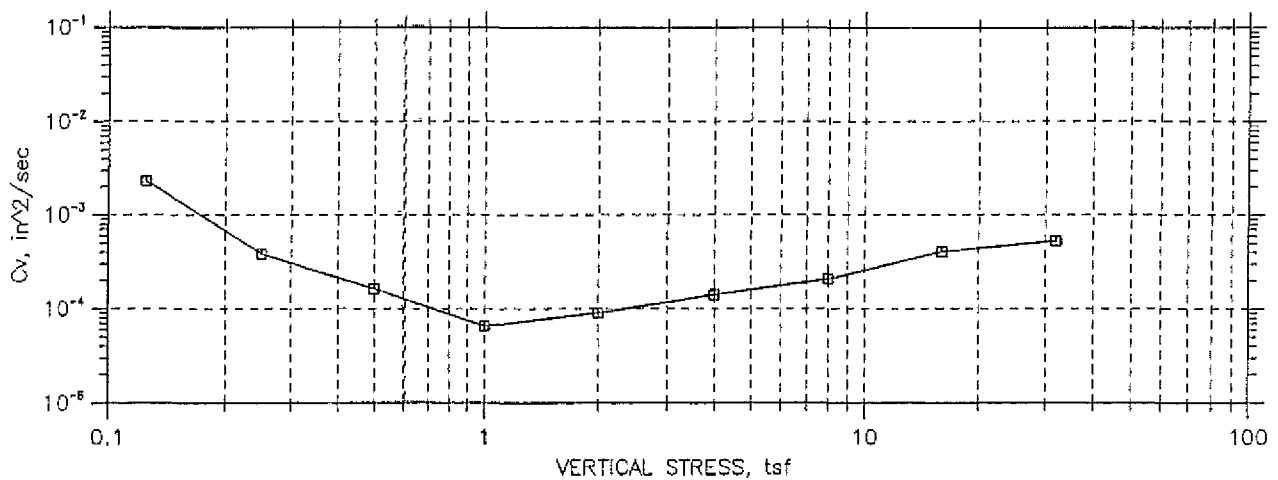
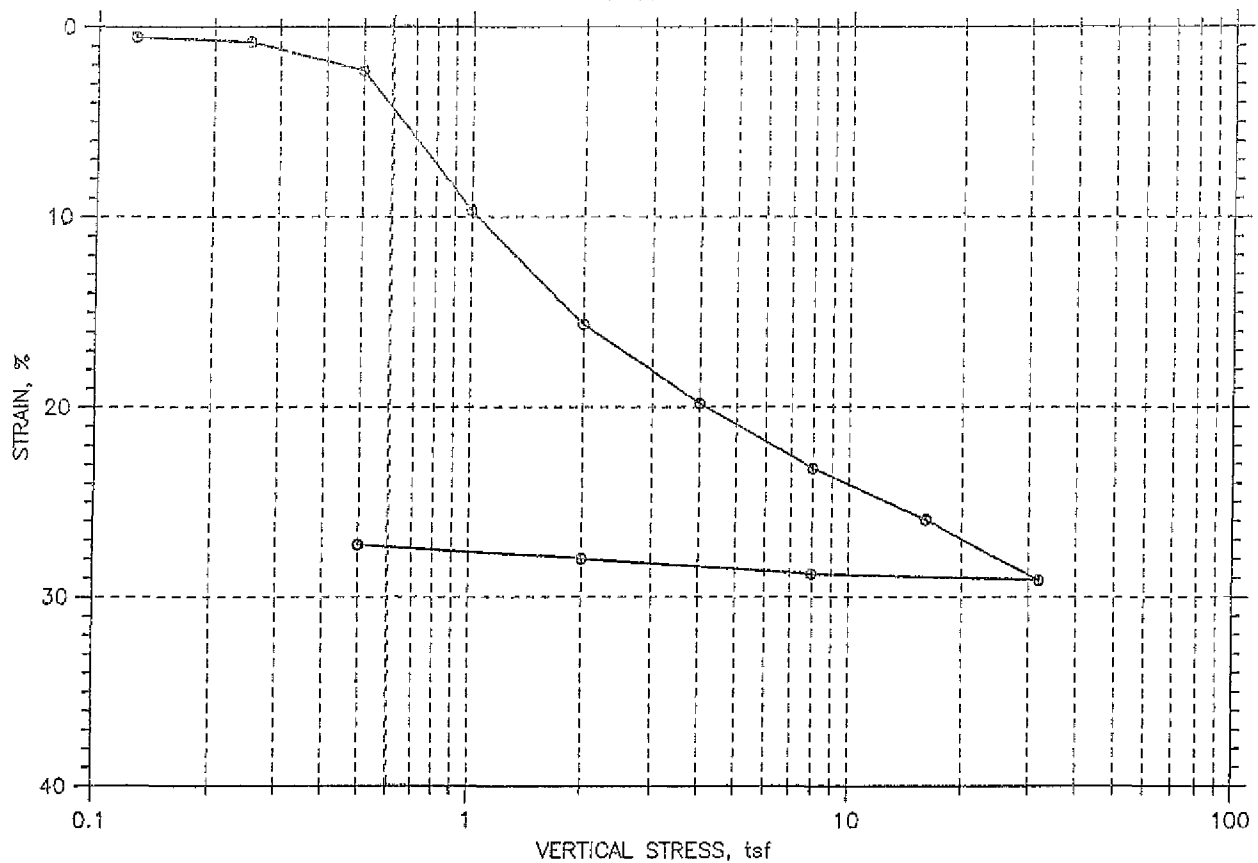
## Laboratory Vane Shear by ASTM D 4648

Boring ID	Sample ID	Depth, ft	Visual Description	Vane Shear Strength, kN/m <sup>2</sup>			Vane Shear Strength, tsf		
				Top	Middle	Bottom	Top	Middle	Bottom
B-105 ★	---	17-19	Wet, gray clayey silt, very soft	---	1.7	2.5	---	0.02	0.03
				---	1.7	2.0	---	0.02	0.02
				---	1.8	1.5	---	0.02	0.02
			Average	---	1.7	2.0	---	0.02	0.02

Notes: As requested, two tests were performed on this tube sample. The middle and bottom sections of the tube were tested.

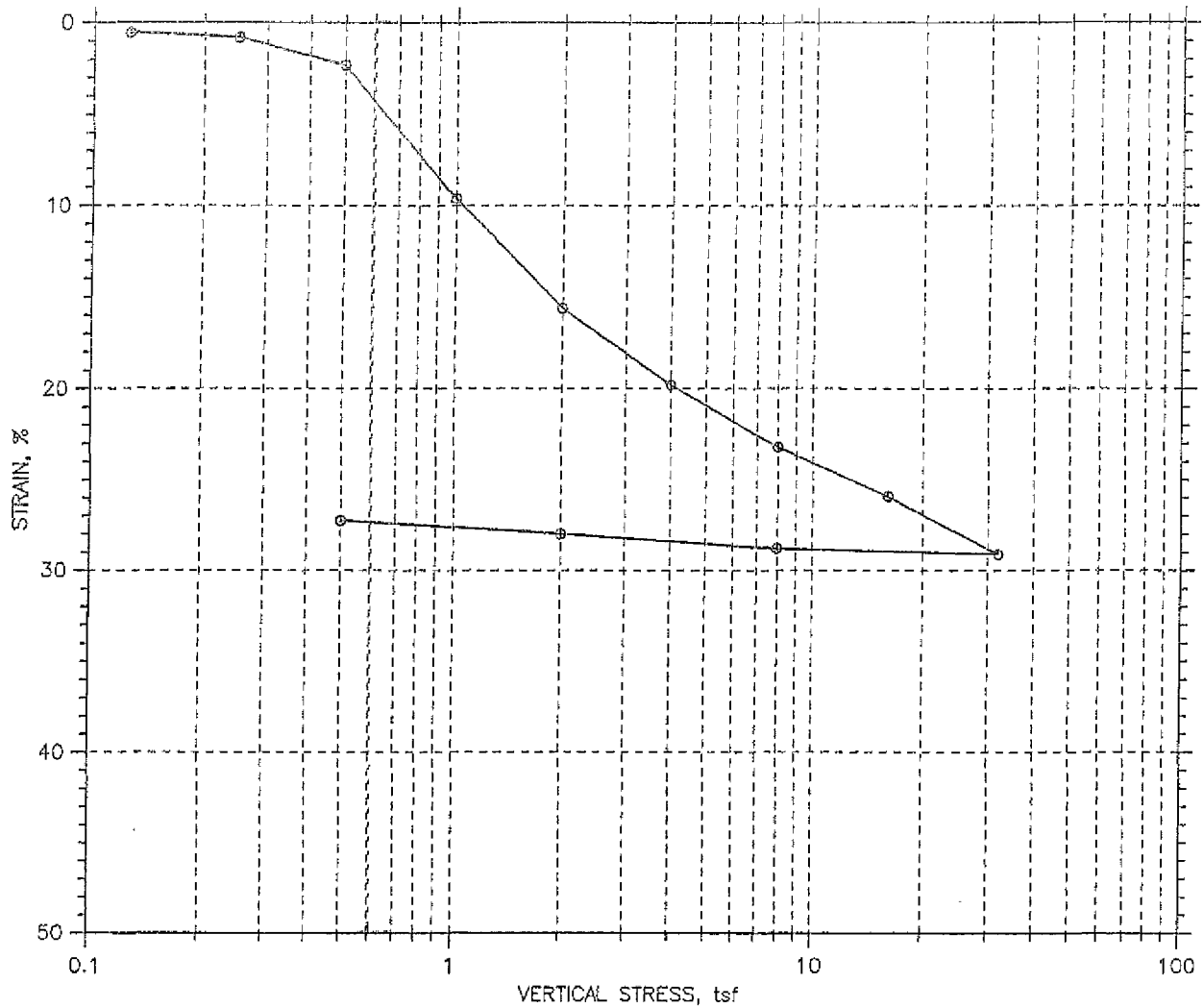
★ B208  
DEG

# CONSOLIDATION TEST DATA SUMMARY REPORT



<b>GeoTesting</b> <b>express</b> <small>a subsidiary of Geocomp Corporation</small>	Project: So. Windham	Location: ---	Project No.: GTX-7434
	Boring No.: <del>B-105</del> ★	Tested By: md	Checked By: jdt
	Sample No.: ---	Test Date: 05/02/07	Depth: 17-19 ft
	Test No.: C-1	Sample Type: Tube	Elevation: ---
	Description: Wet, gray clayey silt, very soft		
	Remarks: System C		

# CONSOLIDATION TEST DATA SUMMARY REPORT



				Before Test	After Test	
Overburden Pressure: ---				Water Content, %	45.39	23.27
Preconsolidation Pressure: ---				Dry Unit Weight, pcf	75.21	103.4
Compression Index: ---				Saturation, %	98.93	100.00
Diameter: 2.5 in		Height: 1 in		Void Ratio	1.24	0.63
LL: ---	PL: ---	PI: ---	GS: 2.69			

<b>GeoTesting</b> express <small>a subsidiary of Geocomp Corporation</small>	Project: So. Windham	Location: ---	Project No.: GTX-7434
	Boring No.: B-105 ★	Tested By: md	Checked By: jdt
	Sample No.: ---	Test Date: 05/02/07	Depth: 17-19 ft
	Test No.: C-1	Sample Type: Tube	Elevation: ---
	Description: Wet, gray clayey silt, very soft		
	Remarks: System C		

CONSOLIDATION TEST DATA

Project: So. Windham  
Boring No.: ~~B-105~~ ★  
Sample No.: ---  
Test No.: C-1

Location: ---  
Tested By: md  
Test Date: 05/02/07  
Sample Type: Tube

Project No.: GTX-7434  
Checked By: jdt  
Depth: 17-19 ft  
Elevation: ---

Soil Description: Wet, gray clayey silc. very soft  
Remarks: System C

Estimated Specific Gravity: 2.69  
Initial Void Ratio: 1.24  
Final Void Ratio: 0.63

Liquid Limit: ---  
Plastic Limit: ---  
Plasticity Index: ---

Initial Height: 1.00 in  
Specimen Diameter: 2.50 in

	Before Consolidation		After Consolidation	
	Trimmings	Specimen+Ring	Specimen+Ring	Trimmings
Container ID	2163	RING		
Wt. Container + Wet Soil, gm	392.6	348.46	327.02	126.73
Wt. Container + Dry Soil, gm	275.45	304.47	304.47	104.33
Wt. Container, gm	8.25	207.57	207.57	8.05
Wt. Dry Soil, gm	267.2	96.905	96.905	96.28
Water Content, %	43.84	45.39	23.27	23.27
Void Ratio	---	1.24	0.63	---
Degree of Saturation, %	---	98.93	100.00	---
Dry Unit Weight, pcf	---	75.206	103.37	---

Note: Specific Gravity and Void Ratios are calculated assuming the degree of saturation equals 100% at the end of the test. Therefore, values may not represent actual values for the specimen.

★ B208 *dec*

CONSOLIDATION TEST DATA

Project: So. Windham  
 Boring No.: ~~B-183~~ ★  
 Sample No.: ---  
 Test No.: C-1

Location: ---  
 Tested By: md  
 Test Date: 05/02/07  
 Sample Type: Tube

Project No.: GTX-7431  
 Checked By: jdt  
 Depth: 17-19 ft  
 Elevation: ---

Soil Description: Wet, gray clayey silt, very soft  
 Remarks: System C

	Applied Stress tsf	Final Displacement in	Void Ratio	Strain at End %	T50 Fitting		Coefficient of Consolidation		
					Sq. Rt. min	Log min	Sq. Rt. in <sup>2</sup> /sec	Log in <sup>2</sup> /sec	Ave. in <sup>2</sup> /sec
1	0.125	0.005253	1.224	0.53	0.4	0.0	2.32e-003	0.00e+000	2.32e-003
2	0.25	0.00791	1.218	0.79	2.1	0.0	3.85e-004	0.00e+000	3.85e-004
3	0.5	0.02304	1.184	2.30	5.1	4.6	1.55e-004	1.73e-004	1.64e-004
4	1	0.09617	1.021	9.62	10.5	11.8	6.91e-005	6.18e-005	6.52e-005
5	2	0.155	0.887	15.60	7.0	6.9	8.99e-005	9.11e-005	9.05e-005
6	4	0.1978	0.784	19.78	3.7	4.2	1.50e-004	1.34e-004	1.41e-004
7	8	0.232	0.717	23.20	2.1	2.8	2.42e-004	1.81e-004	2.07e-004
8	16	0.2593	0.666	25.93	1.0	1.3	4.78e-004	3.51e-004	4.05e-004
9	32	0.2911	0.585	29.11	0.7	0.9	6.13e-004	4.64e-004	5.28e-004
10	8	0.2878	0.592	28.78	0.0	0.0	4.81e-002	0.00e+000	4.81e-002
11	2	0.2799	0.610	27.99	0.8	0.0	5.59e-004	0.00e+000	5.59e-004
12	0.5	0.2725	0.627	27.25	2.8	3.3	1.53e-004	1.29e-004	1.40e-004

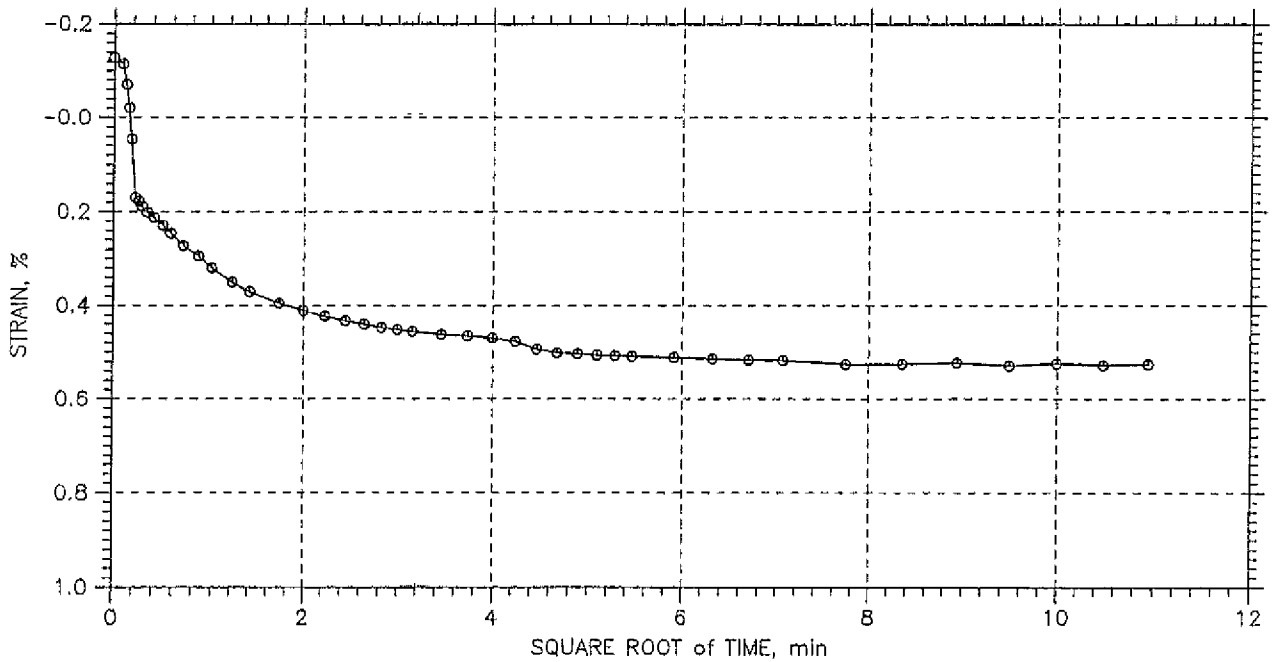
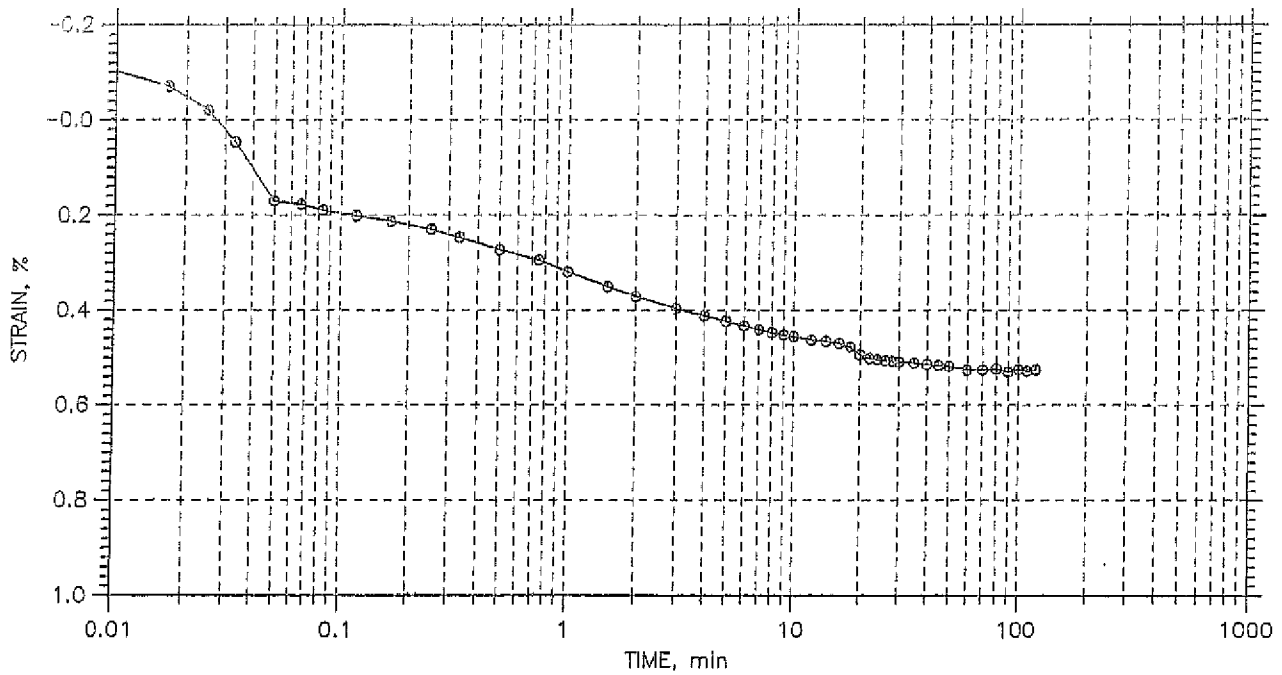
★ B208  
 DEQ

# CONSOLIDATION TEST DATA

## TIME CURVES

Constant Load Step: 1 of 12

Stress: 0.125 tsf



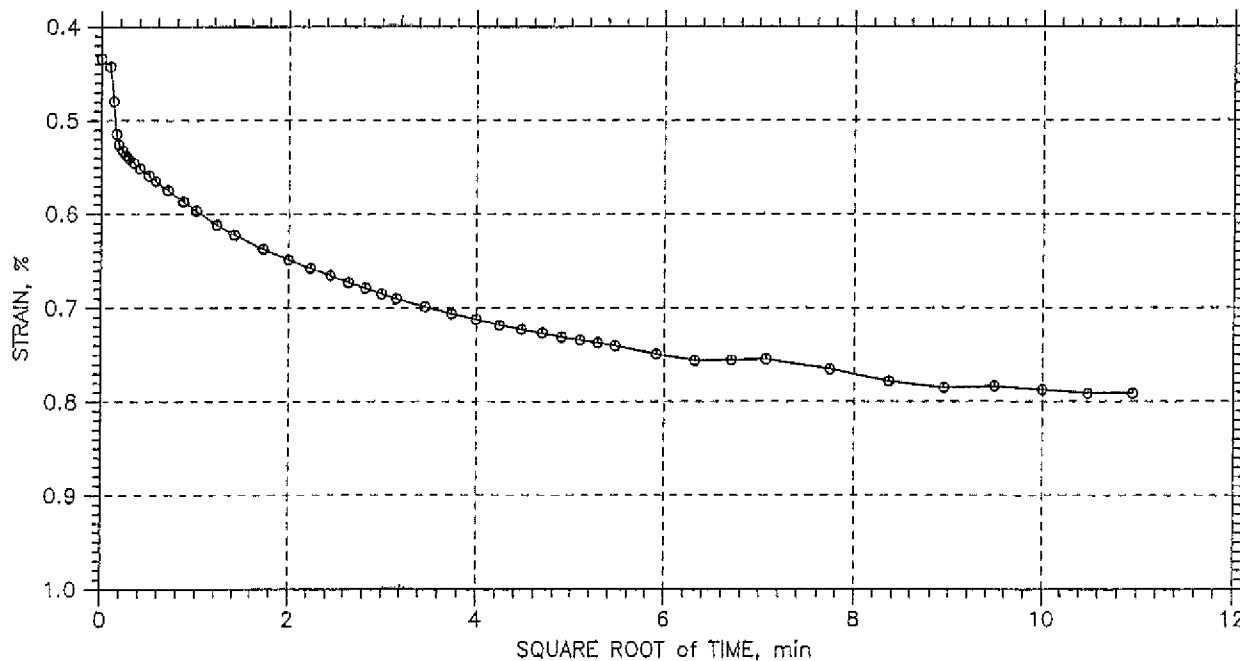
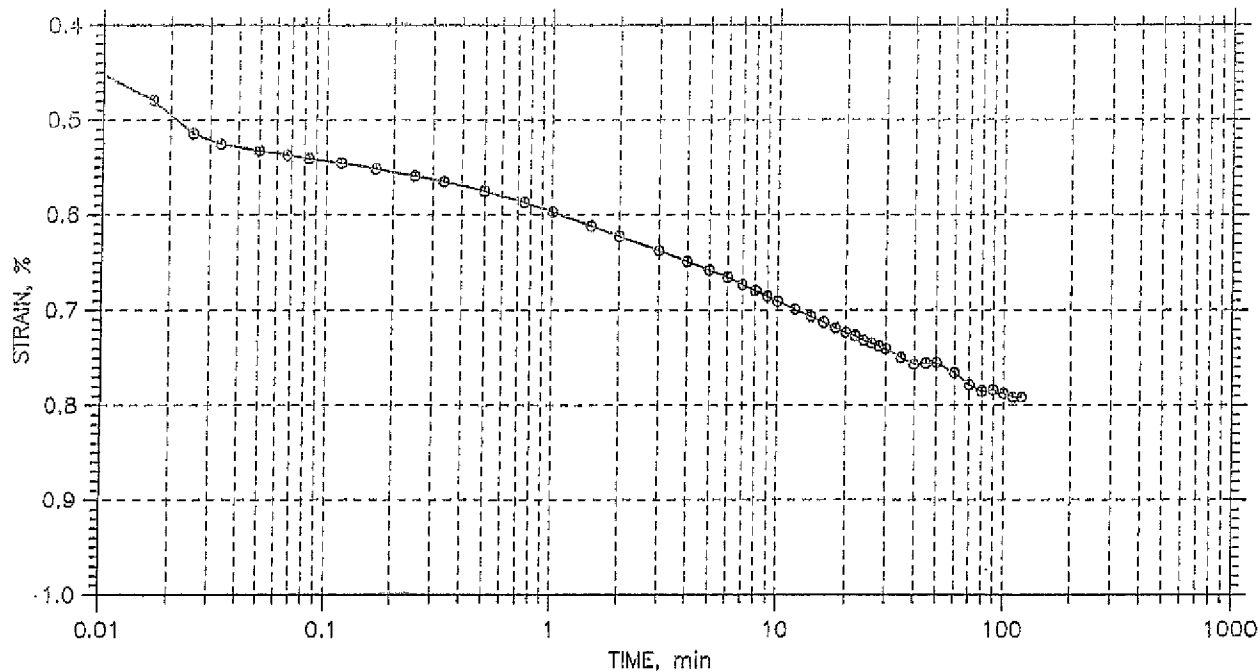
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	Sample No.: ---	Test Date: 05/02/07	Depth: 17-19 ft
	Test No.: C-1	Sample Type: Tube	Elevation: ---
	Description: Wet, gray clayey silt, very soft		
	Remarks: System C		

# CONSOLIDATION TEST DATA

## TIME CURVES

Constant Load Step: 2 of 12

Stress: 0.25 tsf



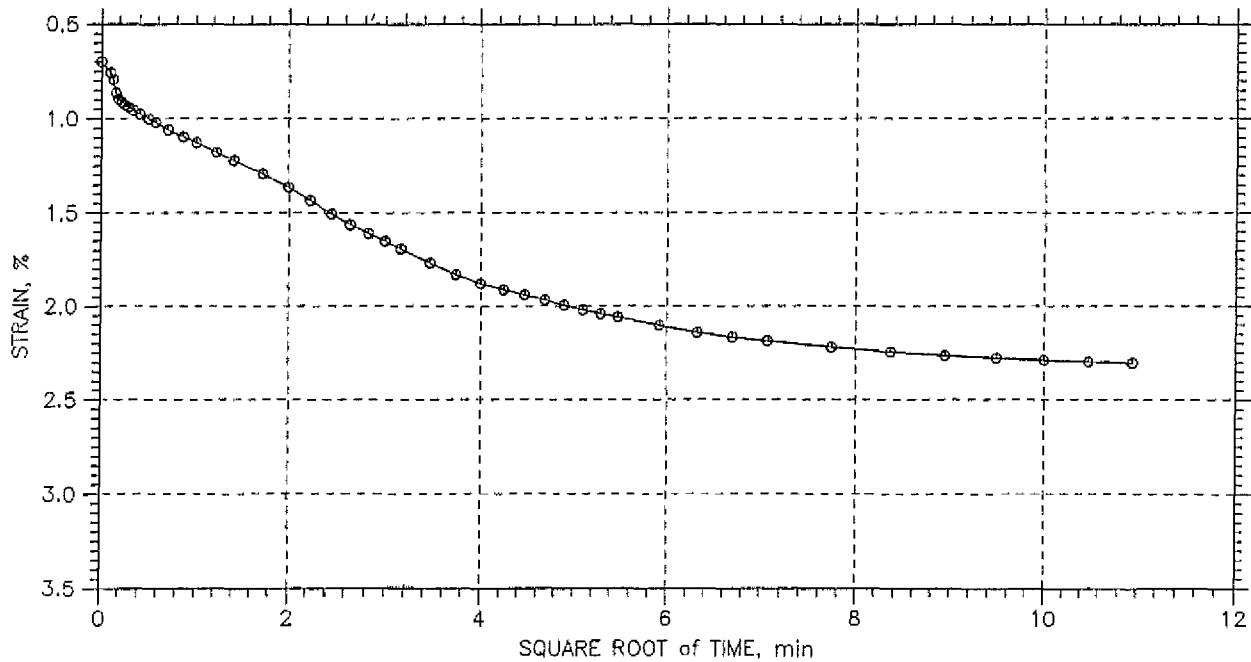
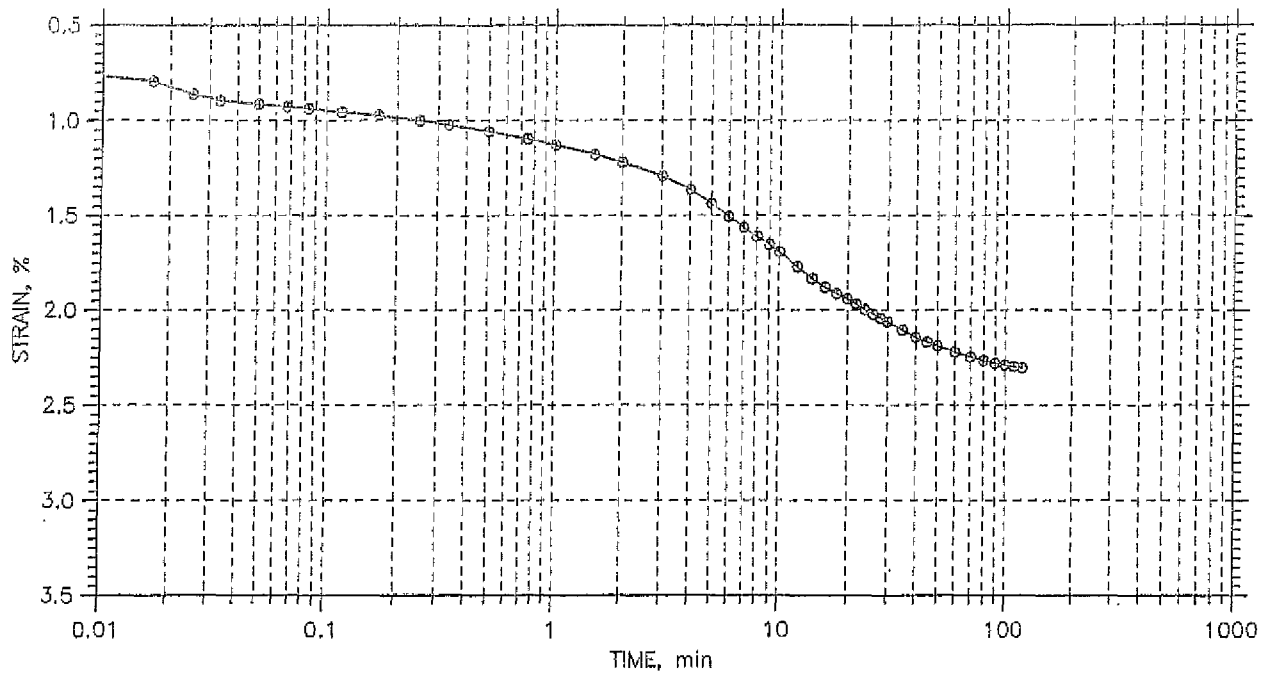
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	Boring No.: <del>B-105</del> ★	Tested By: md	Checked By: jdt
	Sample No.: ---	Test Date: 05/02/07	Depth: 17-19 ft
	Test No.: C-1	Sample Type: Tube	Elevation: ---
	Description: Wet, gray clayey silt, very soft		
	Remarks: System C		

# CONSOLIDATION TEST DATA

## TIME CURVES

Constant Load Step: 3 of 12

Stress: 0.5 tsf



<b>GeoTesting</b> <b>express</b> <small>a subsidiary of Geoscomp Corporation</small>	Project: So. Windham	Location: ---	Project No.: GTX-7434
	Boring No.: <del>B-105</del> ★	Tested By: md	Checked By: jdt
	Sample No.: ---	Test Date: 05/02/07	Depth: 17-19 ft
	Test No.: C-1	Sample Type: Tube	Elevation: ---
	Description: Wet, gray clayey silt, very soft		
	Remarks: System C		

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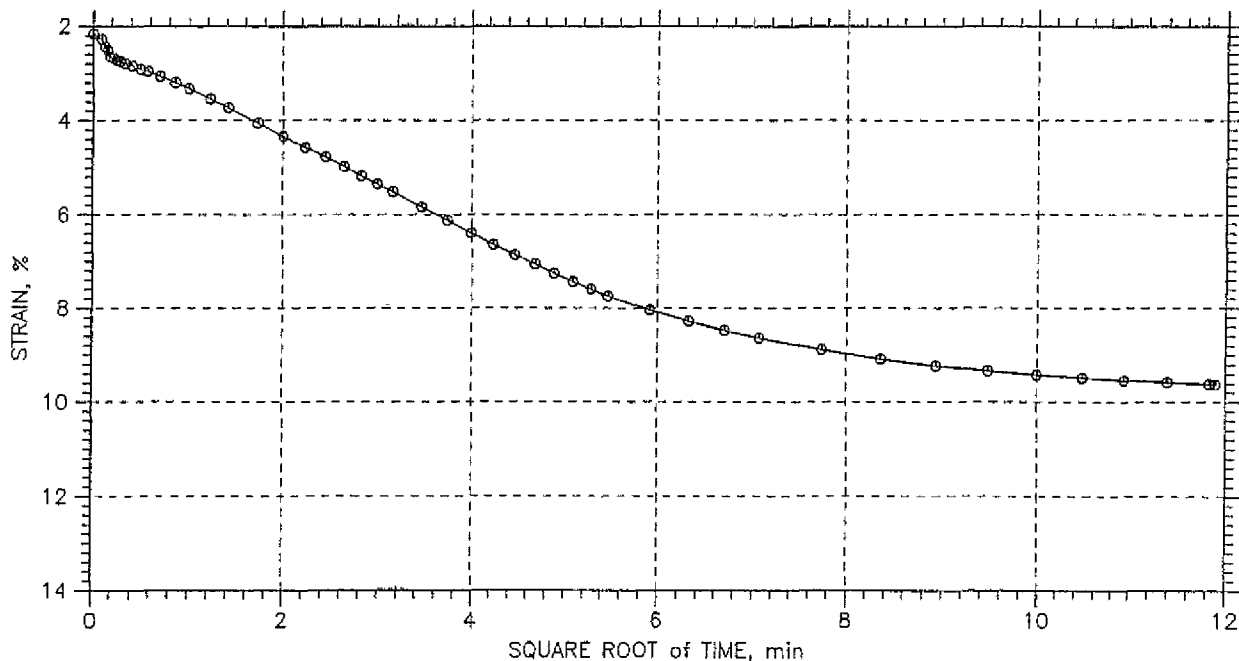
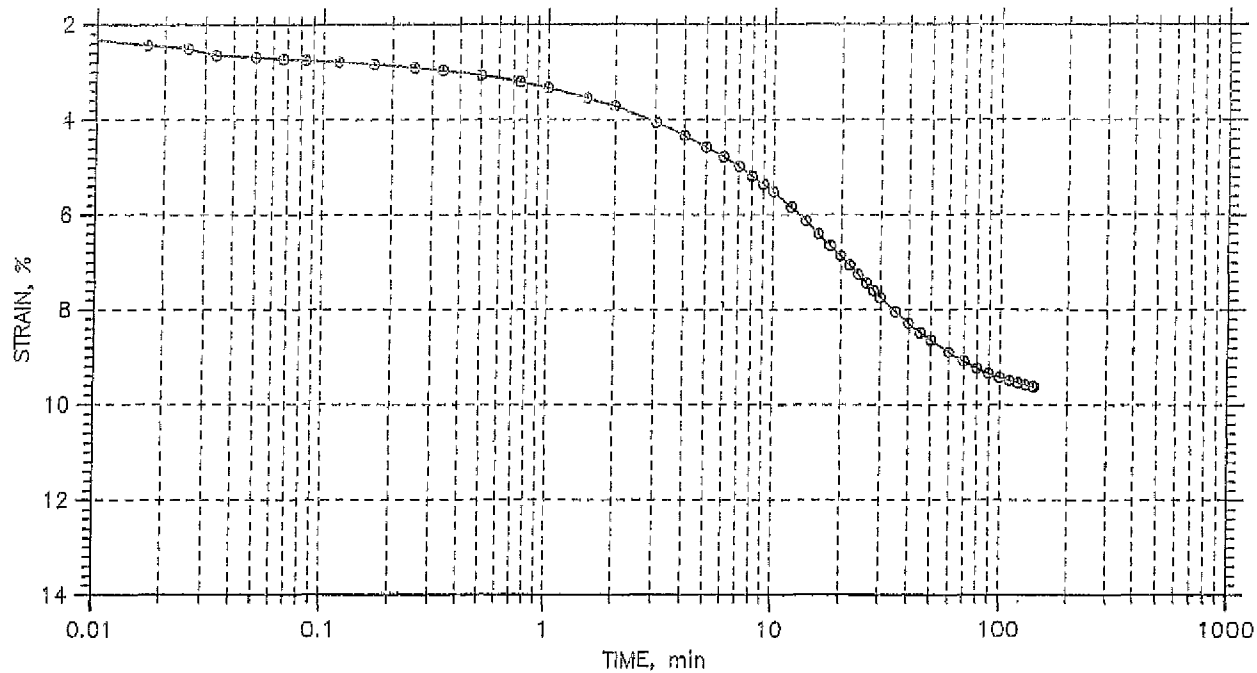
VIL\_RESP02689

# CONSOLIDATION TEST DATA

## TIME CURVES

Constant Load Step: 4 of 12

Stress: 1. tsf



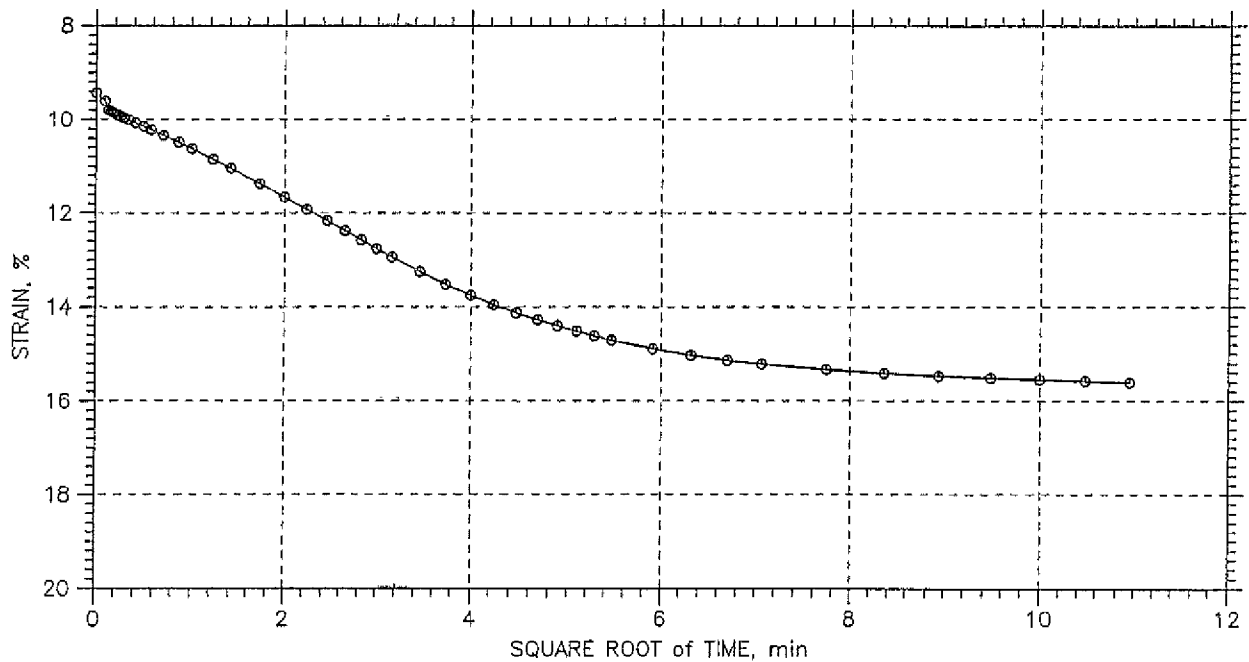
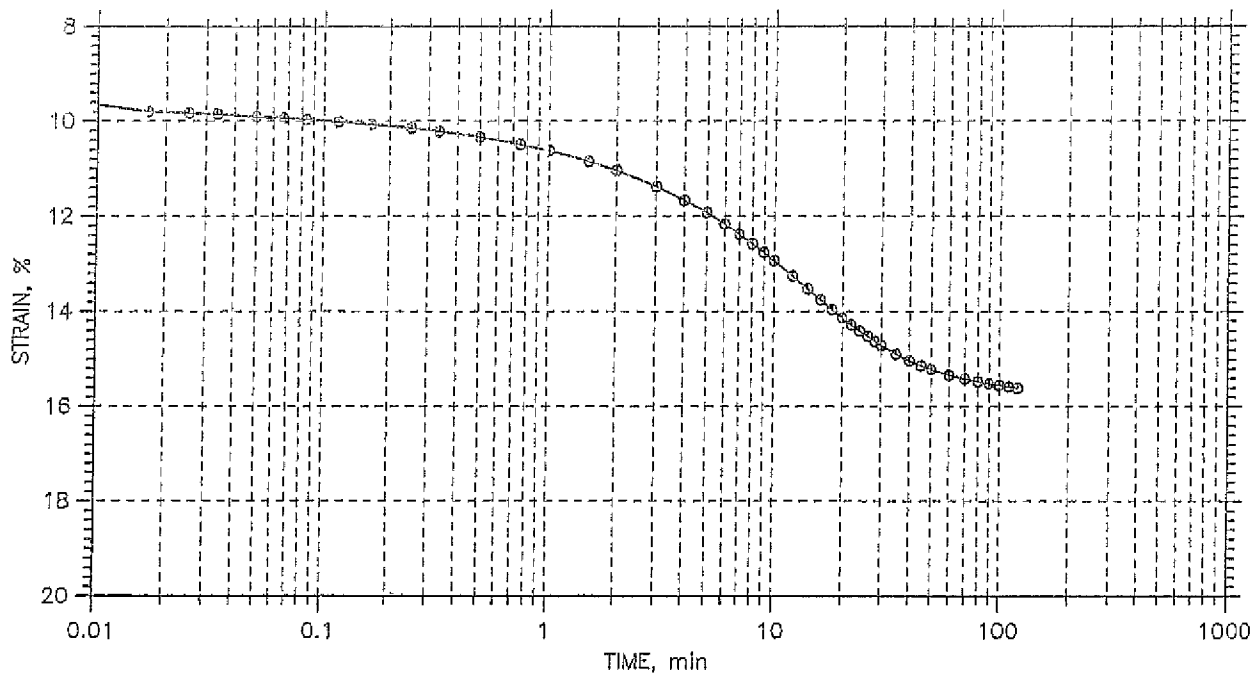
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	Sample No.: ---	Test Date: 05/02/07	Depth: 17-19 ft
	Test No.: C-1	Sample Type: Tube	Elevation: ---
	Description: Wet, gray clayey silt, very soft		
	Remarks: System C		

# CONSOLIDATION TEST DATA

## TIME CURVES

Constant Load Step: 5 of 12

Stress: 2. tsf



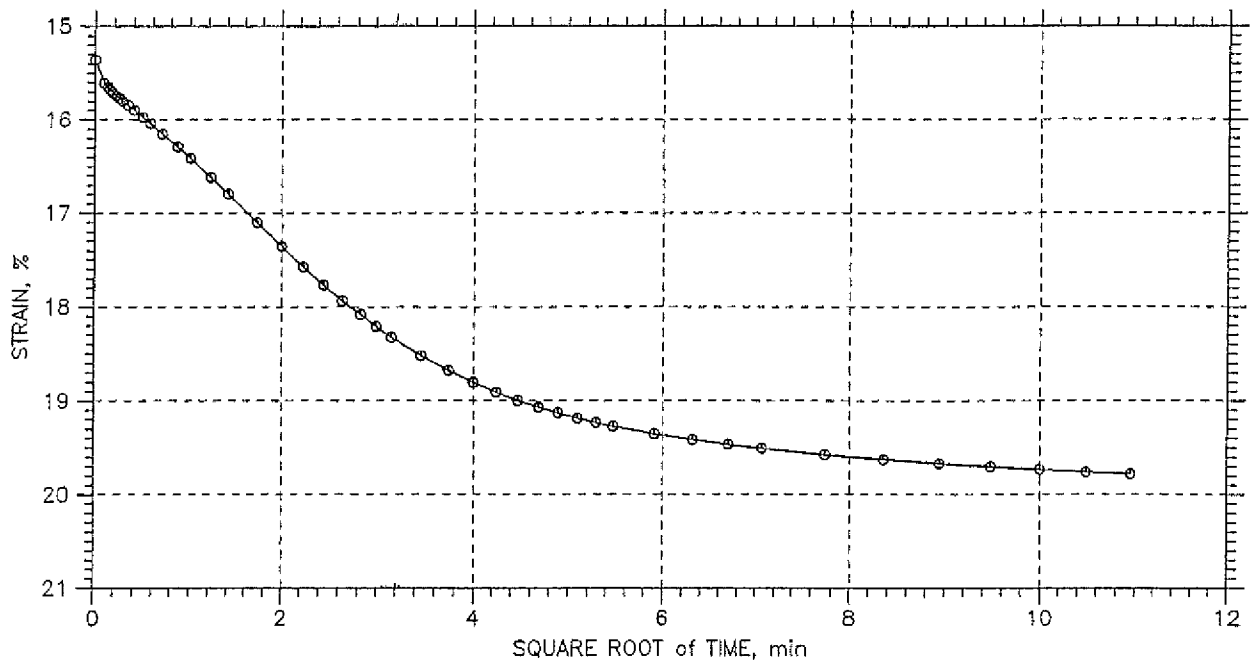
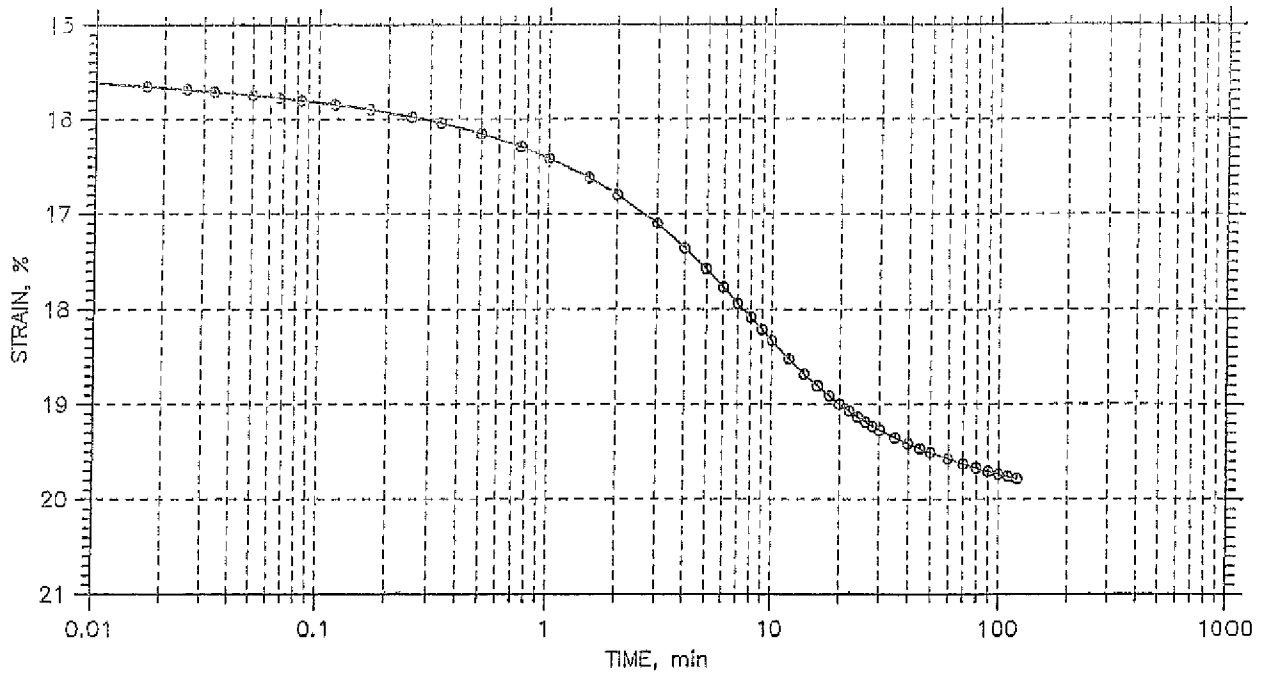
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	Sample No.: ---	Test Date: 05/02/07	Depth: 17-19 ft
	Test No.: C-1	Sample Type: Tube	Elevation: ---
	Description: Wet, gray clayey silt, very soft		
	Remarks: System C		

# CONSOLIDATION TEST DATA

## TIME CURVES

Constant Load Step: 6 of 12

Stress: 4. tsf



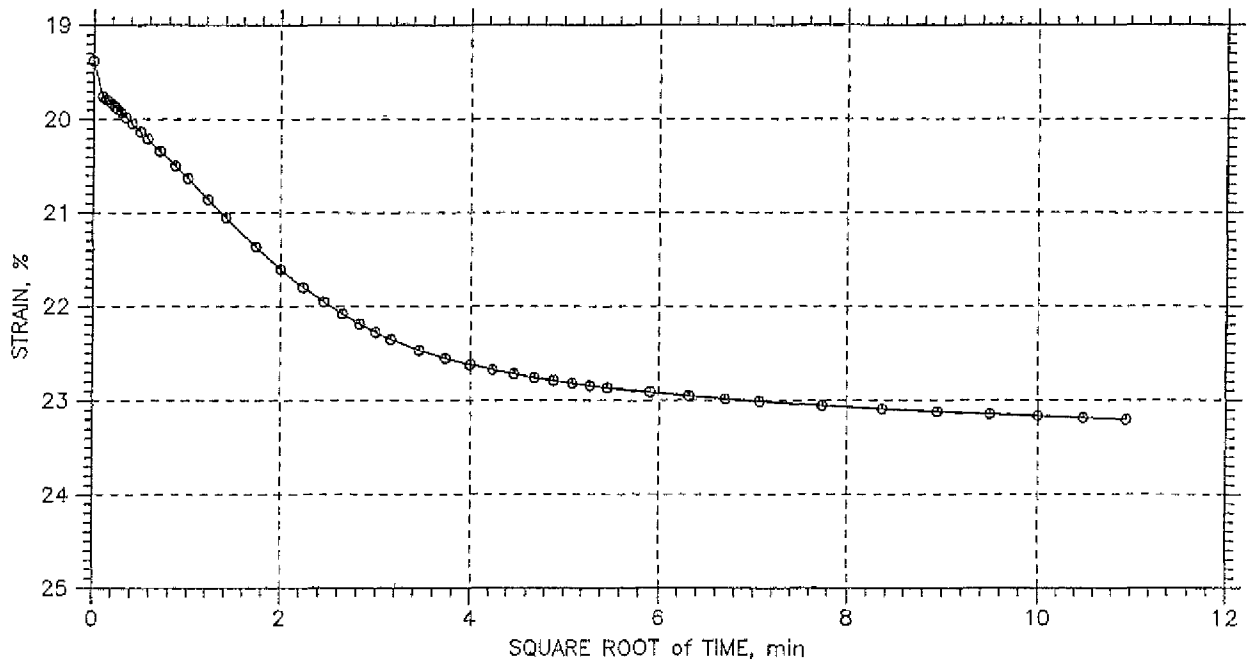
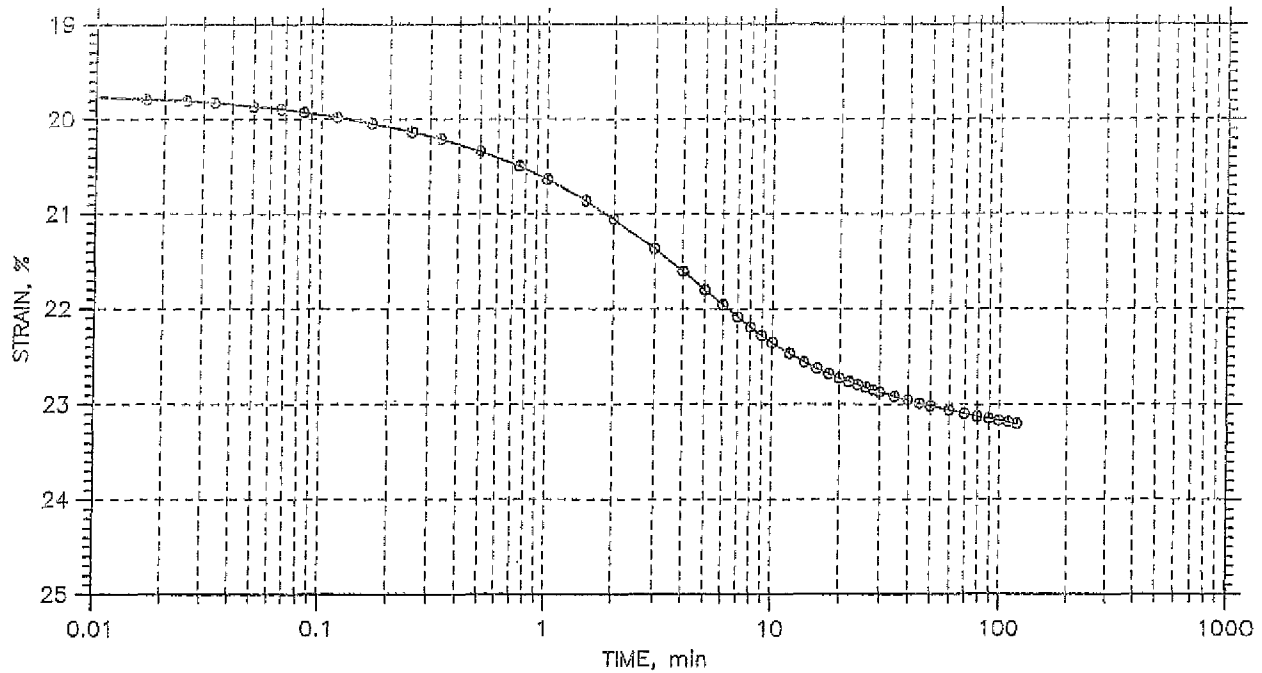
<b>GeoTesting</b> <b>express</b> <small>a subsidiary of Geoscomp Corporation</small>	Project: So. Windham	Location: ---	Project No.: GTX-7434
	Boring No.: <del>B-105</del> ★	Tested By: md	Checked By: jdt
	Sample No.: ---	Test Date: 05/02/07	Depth: 17-19 ft
	Test No.: C-1	Sample Type: Tube	Elevation: ---
	Description: Wet, gray clayey silt, very soft		
	Remarks: System C		

# CONSOLIDATION TEST DATA

## TIME CURVES

Constant Load Step: 7 of 12

Stress: 8. taf



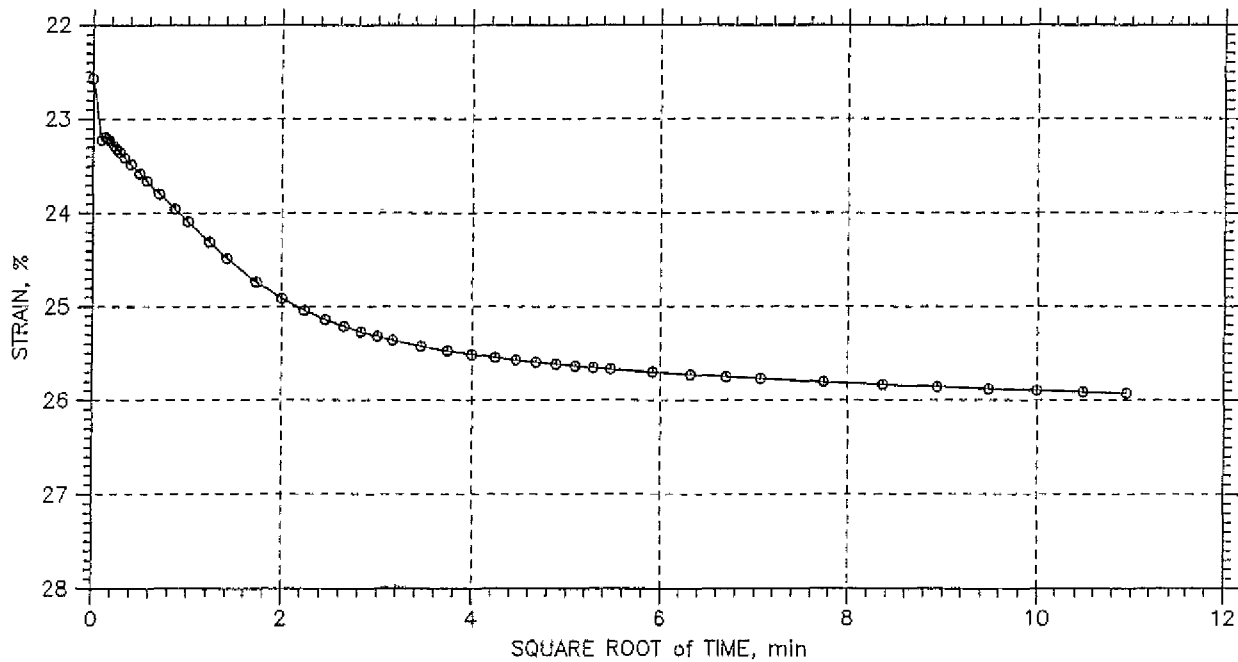
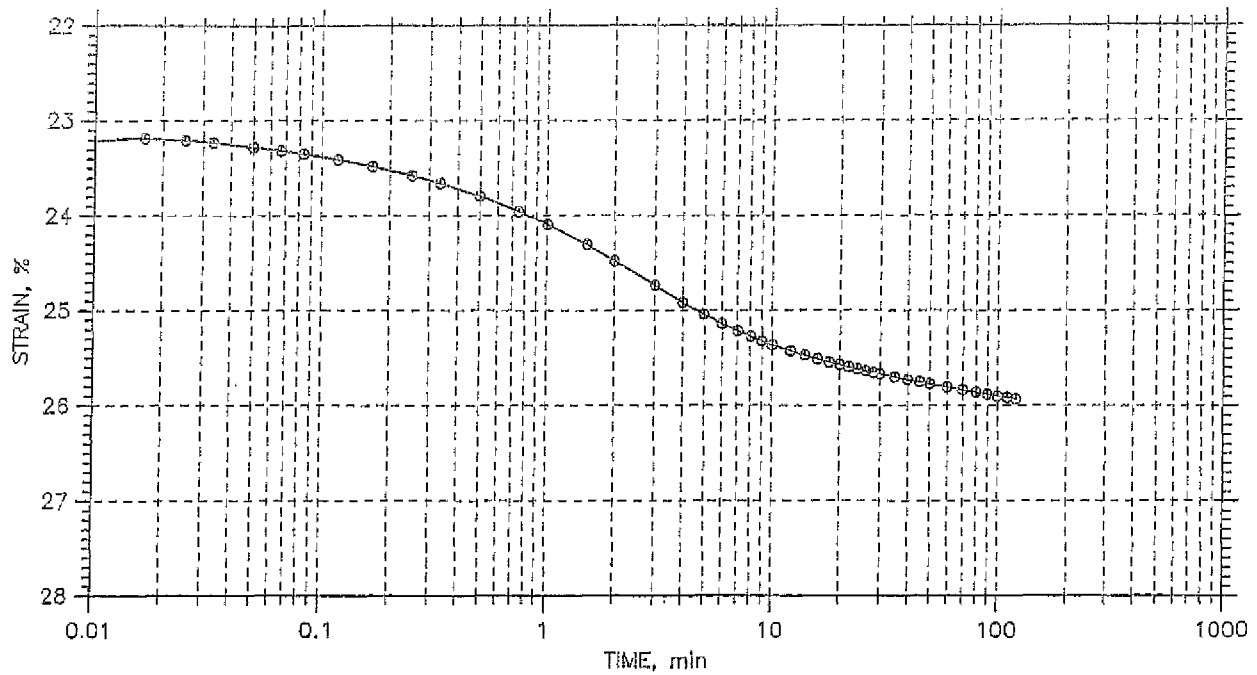
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	Boring No.: <del>B-105</del> ★	Tested By: md	Checked By: jdt
	Sample No.: ---	Test Date: 05/02/07	Depth: 17-19 ft
	Test No.: C-1	Sample Type: Tube	Elevation: ---
	Description: Wet, gray clayey silt, very soft		
	Remarks: System C		

# CONSOLIDATION TEST DATA

## TIME CURVES

Constant Load Step: 8 of 12

Stress: 18, tsf



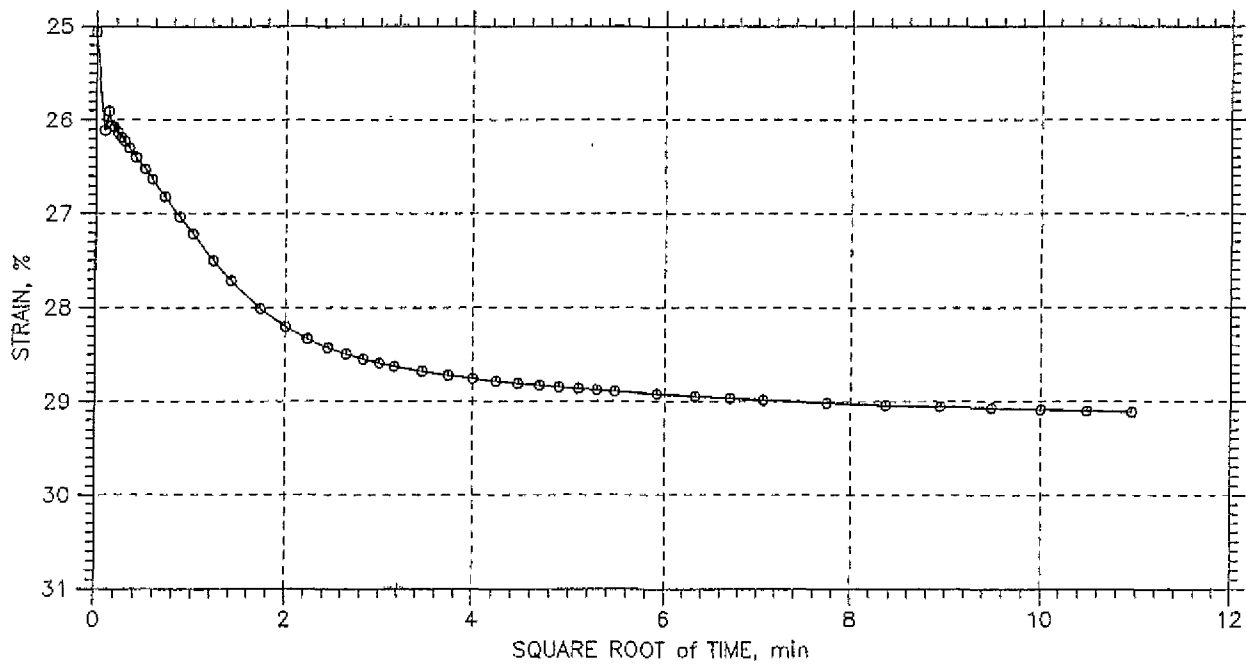
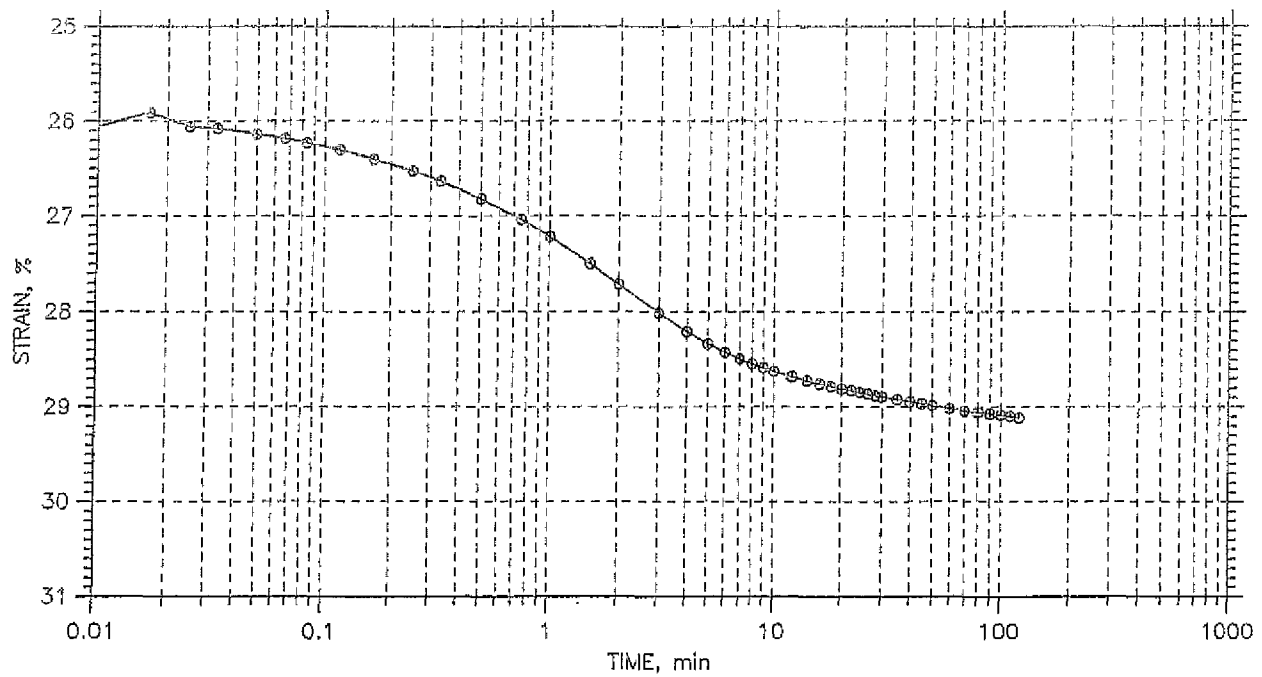
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	Boring No.: <del>B-105</del> ★	Tested By: md	Checked By: jdt
	Sample No.: ---	Test Date: 05/02/07	Depth: 17-19 ft
	Test No.: C-1	Sample Type: Tube	Elevation: ---
	Description: Wet, gray clayey silt, very soft		
	Remarks: System C		

# CONSOLIDATION TEST DATA

## TIME CURVES

Constant Load Step: 9 of 12

Stress: 32. tsf



<b>GeoTesting</b> <b>express</b> <small>a subsidiary of Geacomp Corporation</small>	Project: So. Windham	Location: ---	Project No.: GTX-7434
	Boring No.: <del>B-105</del> ★	Tested By: md	Checked By: jdt
	Sample No.: ---	Test Date: 05/02/07	Depth: 17-19 ft
	Test No.: C-1	Sample Type: Tube	Elevation: ---
	Description: Wet, gray clayey silt, very soft		
	Remarks: System C		

Fri, 11-MAY-2007 12:22:16 ★ B209 D.E.G.

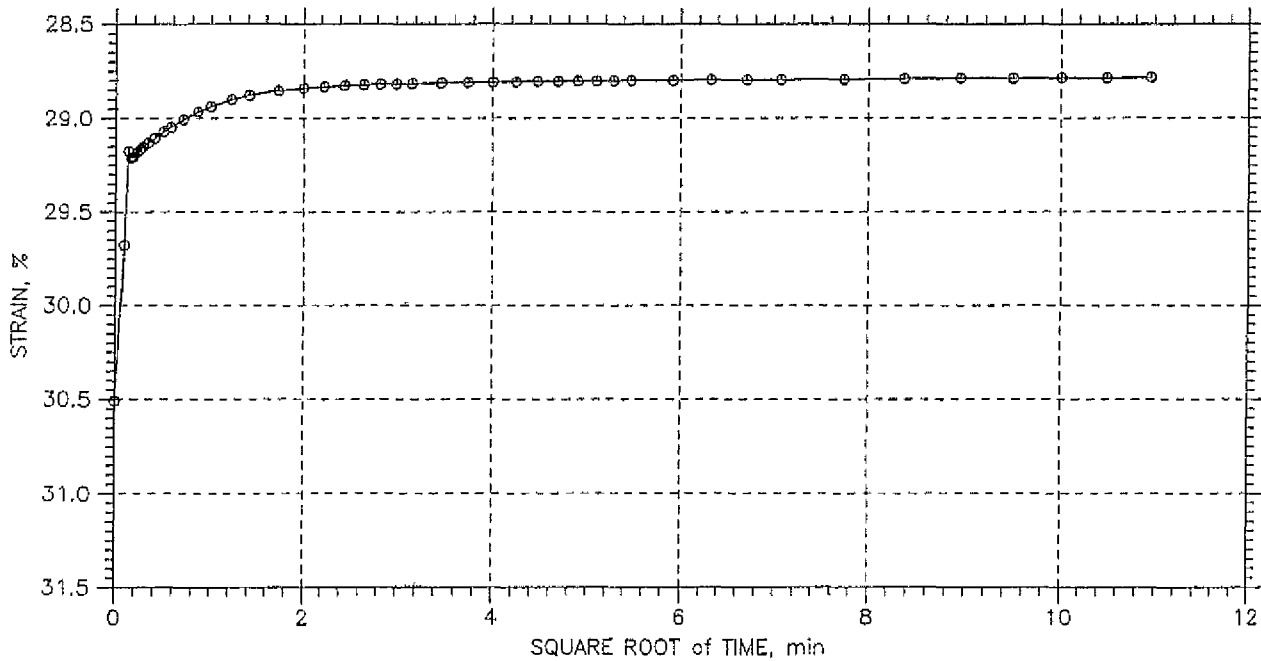
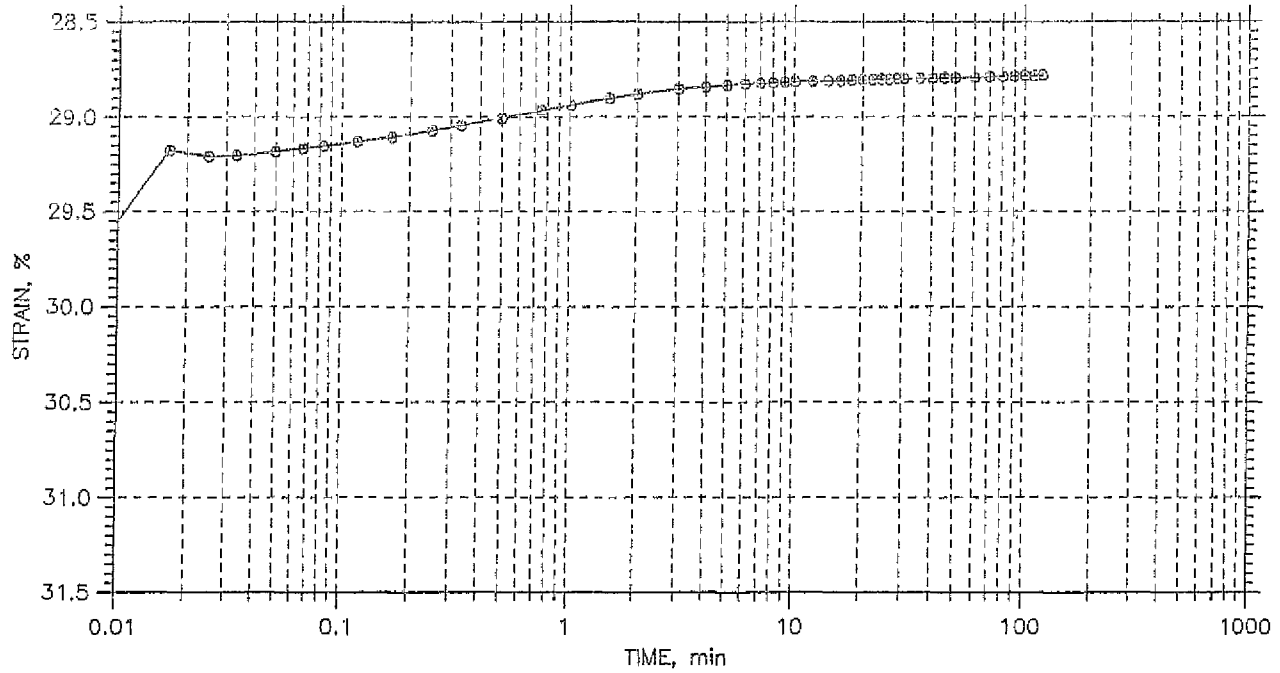
VIL\_RESP02695

# CONSOLIDATION TEST DATA

## TIME CURVES

Constant Load Step: 10 of 12

Stress: 8. taf



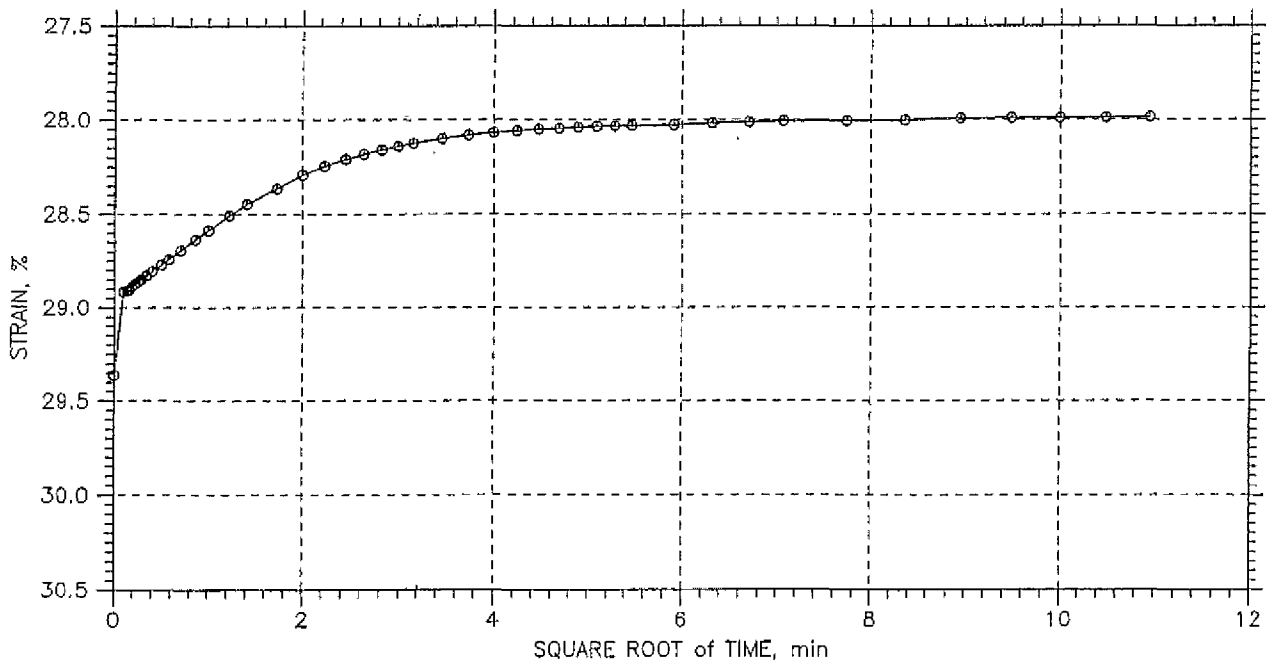
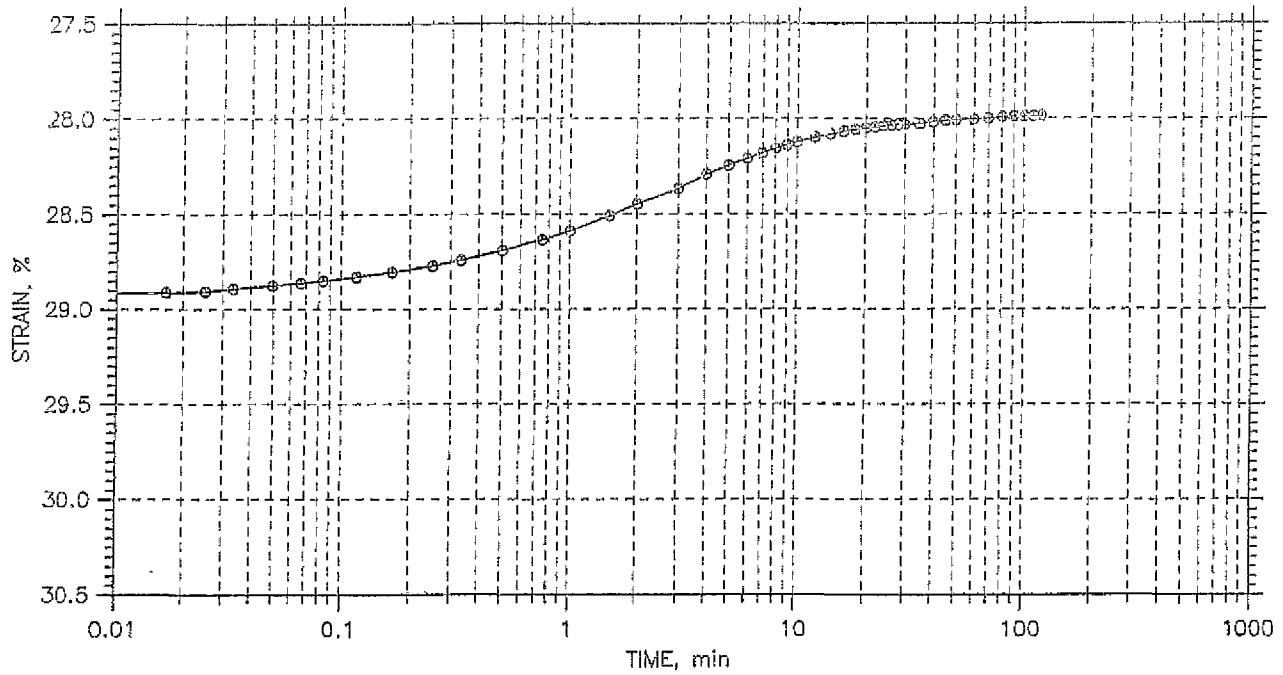
<b>GeoTesting</b> <b>express</b> <small>a subsidiary of Geocomp Corporation</small>	Project: So. Windham	Location: ---	Project No.: GTX-7434
	Boring No.: <del>B-105</del> ★	Tested By: md	Checked By: jdt
	Sample No.: ---	Test Date: 05/02/07	Depth: 17-19 ft
	Test No.: C-1	Sample Type: Tube	Elevation: ---
	Description: Wet, gray clayey silt, very soft		
	Remarks: System C		

# CONSOLIDATION TEST DATA

## TIME CURVES

Constant Load Step: 11 of 12

Stress: 2. tsf



<b>GeoTesting</b> <b>express</b> <small>a subsidiary of Geocomp Corporation</small>	Project: So. Windham	Location: ---	Project No.: GTX-7434
	Boring No.: <del>B-106</del> ★	Tested By: md	Checked By: jdt
	Sample No.: ---	Test Date: 05/02/07	Depth: 17-19 ft
	Test No.: C-1	Sample Type: Tube	Elevation: ---
	Description: Wet, gray clayey silt, very soft		
	Remarks: System C		

Fri, 11-MAY-2007 12:22:16

★ B208 D.E.G.

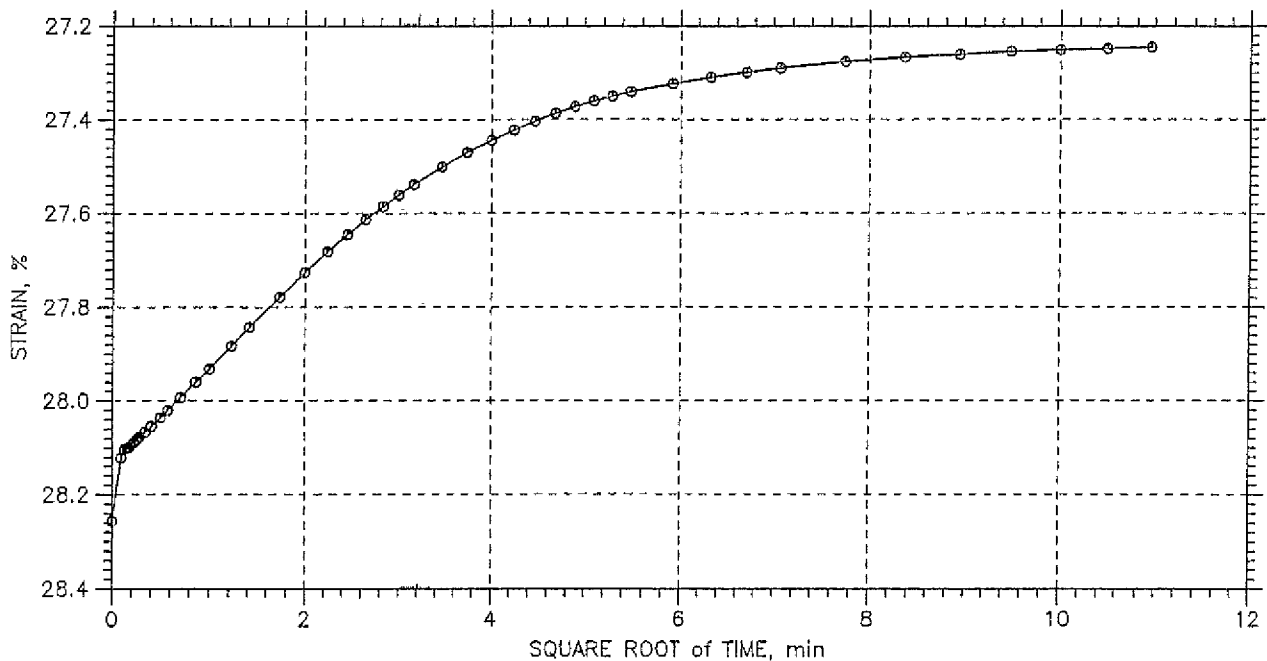
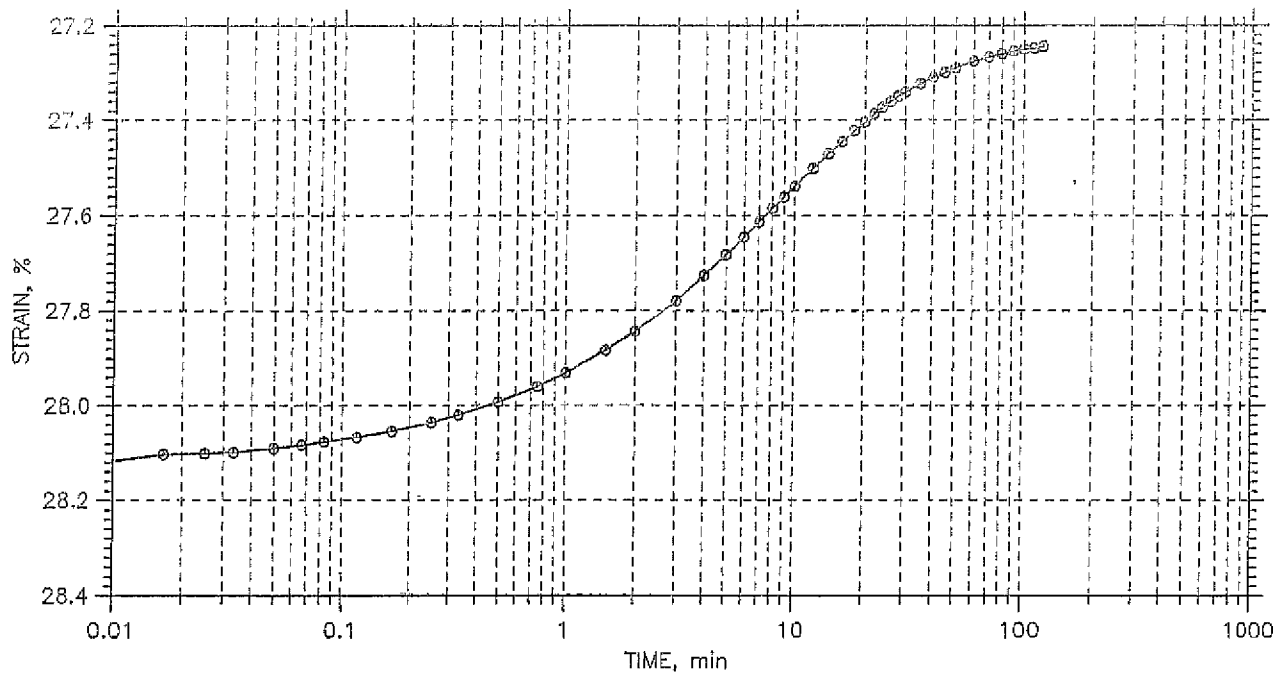
VIL\_RESP02697

# CONSOLIDATION TEST DATA

## TIME CURVES

Constant Load Step: 12 of 12

Stress: 0.5 tsf



<b>GeoTesting</b> <b>express</b> <small>a subsidiary of Geocomp Corporation</small>	Project: So. Windham	Location: ---	Project No.: GTX-7434
	Boring No.: B-105 ★	Tested By: md	Checked By: jdt
	Sample No.: ---	Test Date: 05/02/07	Depth: 17-19 ft
	Test No.: C-1	Sample Type: Tube	Elevation: ---
	Description: Wet, gray clayey silt, very soft		
	Remarks: System C		

## **Appendix B**

### **Slope Stability Analysis**

**VILLAGE AT LITTLE FALLS  
SLOPE STABILITY STUDY  
PRESUMPCOT RIVERFRONT  
ROUTE 202  
WINDHAM, MAINE**

Prepared for:

Northeast Civil Solutions Inc.  
153 US Route 1  
Scarborough, Maine 04074

Prepared by:

**Oak Engineers, LLC**  
Brown's Wharf  
Newburyport, MA 01950  
978-465-9877

Project 064006-04  
August 2007

**DRAFT**

**VIL\_RESP02700**

# SLOPE/W Analysis

Report generated using GeoStudio 2007, version 7.02. Copyright © 1991-2007 GEO-SLOPE International Ltd

## File Information

Created By: Paul D. DeStefano  
Revision Number: 11  
Last Edited By: Paul D. DeStefano  
Date: 8/17/2007  
Time: 12:56:44 PM  
File Name: VLFslope3.gsz  
Directory: C:\Program Files\GEO-SLOPE\GeoStudio2007\Models\

## SLOPE/W Analysis

Kind: SLOPE/W  
Method: Bishop, Ordinary and Janbu  
Convergence  
    Minimum Slice Thickness: 0.1  
    Ignore seismic load in strength: No  
Number of Slices: 30  
Optimization Tolerance: 0.01  
Direction of movement: Left to Right  
Allow Passive Mode: 0  
Slip Surface Option: Entry and Exit  
Phreatic Correction: No  
FOS Distribution Calculation: Constant  
Optimize Critical Slip Surface Location: No  
Cap Suction: No  
Rapid Drawdown: No  
Include Air Flow: No  
PWP Conditions Source: Piezometric Line  
Consolidation Only: Yes  
Moving Boundary: No  
Number of Critical Slip Surfaces: 1

## Materials

### Material 1: Bedrock

Model: Bedrock (Impenetrable)  
Weight: 0 pcf

### Material 2: Soft Clay

Model: Mohr-Coulomb

VIL\_RESP02701

Weight: 115 pcf  
Cohesion: 500 psf  
Phi: 0 °  
Phi-B: 0 °

### Material 3: SM-GM (loose)

Model: Mohr-Coulomb  
Weight: 115 pcf  
Cohesion: 0 psf  
Phi: 28 °  
Phi-B: 0 °

### Material 4: Compacted Fill

Model: Mohr-Coulomb  
Weight: 135 pcf  
Cohesion: 0 psf  
Phi: 35 °  
Phi-B: 0 °

## Regions

	Material	Points
Region 1	Bedrock	1,2,3,4
Region 2	Soft Clay	2,5,6,3
Region 3	SM-GM (loose)	5,7,8,9,10,14,11,6
Region 4	Compacted Fill	7,12,13,14,10,9,8

## Points

	X	Y
Point 1	2	61.333333
Point 2	2	80
Point 3	120	80
Point 4	120	61.333333
Point 5	2	90.666667
Point 6	120	84
Point 7	2	93.333333
Point 8	64	93.333333
Point 9	72	92
Point 10	82	86.666667
Point 11	120	85.333333
Point 12	2	114.666667

<b>Point 13</b>	40	114.66667
<b>Point 14</b>	83.997541	86.596578

## Tension Crack

Tension Crack Option: (none)

## Slip Surface Entry and Exit

Left-Zone Increment: 4  
Left Projection: Range  
Left-Zone Left Coordinate: (2, 114.66667)  
Left-Zone Right Coordinate: (40, 114.66667)  
Right-Zone Increment: 10  
Right Projection: Range  
Right-Zone Left Coordinate: (83.967509, 86.615738)  
Right-Zone Right Coordinate: (120, 85.333333)  
Radius Increments: 10

## Slip Surface Limits

Left Coordinate: (2, 114.66667)  
Right Coordinate: (120, 85.333333)

## Piezometric Lines

### Piezometric Line 1

Coordinates  
Coordinate: (2, 101.34871)  
Coordinate: (38, 100.9483)  
Coordinate: (52, 100.14747)  
Coordinate: (68, 97.34458)  
Coordinate: (120, 97.34458)  
Adjust Piez Line By: Multiple Trial: 0 ft  
Bound by Surface Layer: No  
Materials Considered  
Material: Bedrock  
Material: Soft Clay  
Material: SM-GM (loose)  
Material: Compacted Fill

## Pressure Lines

### Pressure Line 1

#### Coordinates

Coordinate: (2, 114.66667)

Coordinate: (2, 117.33333)

Coordinate: (40, 117.33333)

Coordinate: (40, 114.66667)

Pressure (Unit Weight): 120 pcf

## Seismic Loads

Horz Seismic Load: 0.1

Vert Seismic Load: 0.01

## Critical Slip Surfaces

	Number	FOS	Center (ft)	Radius (ft)	Entry (ft)	Exit (ft)
1	512	0.71	(87.521, 140.139)	53.917	(40, 114.667)	(91.1696, 86.3449)

## Slices of Slip Surface: 512

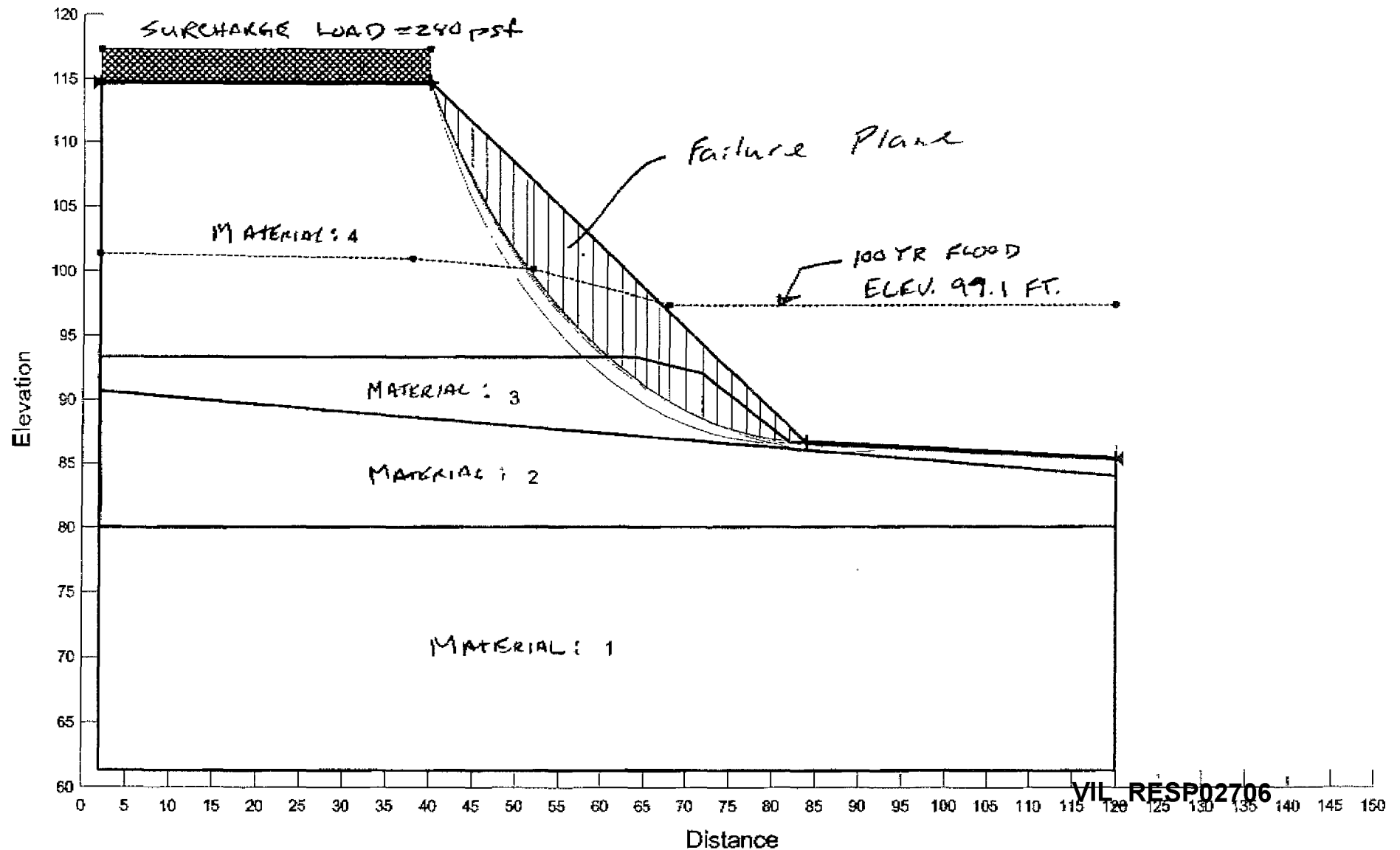
	X (ft)	Y (ft)	PoreWaterPressure (psf)	Base Normal Stress (psf)	Frictional Strength (psf)	Cohesive Strength (psf)
1	40.80818	113.26205	-775.35641	47.177233	33.033854	0
2	42.424535	110.6226	-617.16601	138.00697	96.633517	0
3	44.04089	108.28465	-477.53062	223.04504	156.17782	0
4	45.65725	106.18505	-352.58951	301.63952	211.21026	0
5	47.27361	104.28145	-239.80557	373.51053	261.53489	0
6	48.889965	102.54385	-137.31716	438.56754	307.0883	0
7	50.50632	100.95005	-43.764526	496.73133	347.81502	0
8	51.65725	99.881345	17.99304	542.4925	367.25848	0
9	52.875655	98.84138	72.912721	602.58302	370.87914	0
10	54.62697	97.4323	141.60366	675.06563	373.5341	0
11	56.378285	96.13806	203.14223	733.78017	371.55669	0
12	58.1296	94.94876	258.14622	779.40689	364.99065	0
13	59.880915	93.85628	307.12126	812.50956	353.8767	0

14	61.56743	92.88795	348.97389	871.08362	277.61067	0
15	63.189145	92.03244	384.60163	862.86252	254.29583	0
16	64.70739	91.291925	414.06799	848.20602	230.83529	0
17	66.122165	90.65563	438.29397	829.02247	207.75403	0
18	67.414775	90.1145	457.80426	818.40508	191.73486	0
19	69	89.513435	489.34609	828.67675	180.42531	0
20	71	88.825625	532.25714	839.69466	163.46743	0
21	72.833335	88.26769	566.85192	845.0766	147.93469	0
22	74.5	87.824305	594.49578	847.64117	134.59979	0
23	76.166665	87.43735	618.65792	842.88329	119.22275	0
24	77.833335	87.10558	639.31404	830.71871	101.77167	0
25	79.5	86.82797	656.66169	811.03771	82.083183	0
26	81.166665	86.603675	670.62512	783.70672	60.126553	0
27	82.99877	86.42068	682.23923	735.21416	28.167268	0
28	84.89404	86.29286	690.11117	704.59409	7.7007056	0
29	86.687045	86.23525	693.69319	708.24737	7.7385915	0
30	88.48005	86.23733	693.55498	704.93022	6.0483216	0
31	90.27305	86.299105	689.69704	694.43129	2.5172467	0

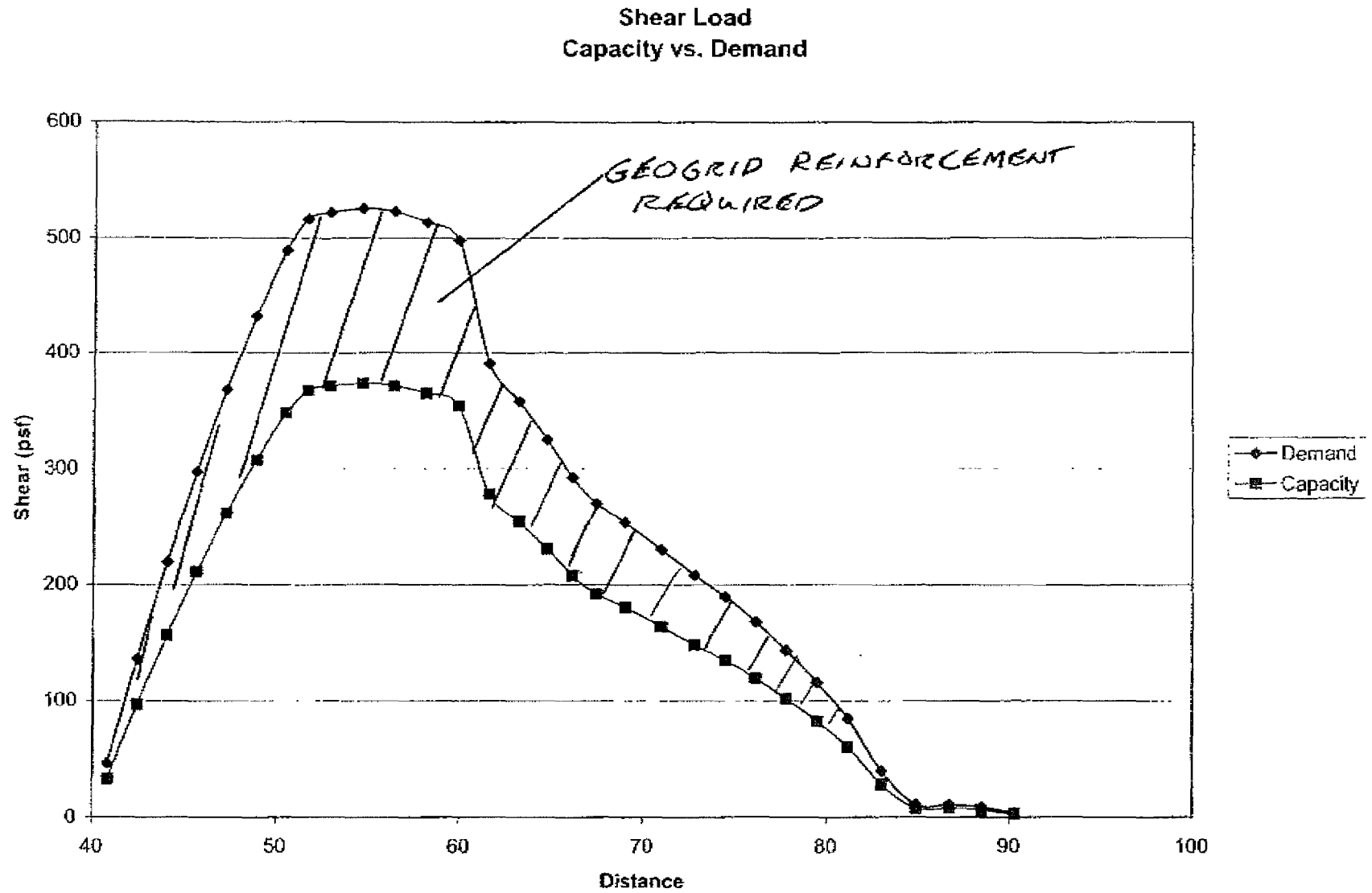
Village At Little Falls  
Slope Study

100 Year Flood Level-good drainage

$$F.S. = 0.71$$



VIL RESP02706



VIL\_RESP02708

**Exhibit 2 – Amended**

**CONDOMINIUM ASSOCIATION DOCUMENTATION**

The attached condominium association documentation for the proposed Village at Little Falls development has been revised to reflect the most recent changes to the Stormwater Maintenance Plan. This plan was approved by the Maine DEP as part of the Site Location of Development Approval.

In addition, the snow removal requirements outlined in the revised condominium association documentation were revised as requested by the Windham Fire Rescue Department. The revised snow plowing requirements includes snow removal from all hydrants onsite.

Furthermore, the sewer and water line maintenance requirements outlined in the attached condominium association documentation is revised to state that the Portland Water District will be responsible for the maintenance of the sewer pump station, sewer main, water main, and sewer manholes.

## **DECLARATION OF VILLAGE AT LITTLE FALLS CONDOMINIUM**

**\*\*\*\*\*  
TABLE OF CONTENTS  
\*\*\*\*\***

### **ARTICLE 1    DECLARATION OF CONDOMINIUM PROPERTY**

- 1.1    Declaration of Property.
- 1.2    Applicability.
- 1.3    Defined Terms.
- 1.4    Interpretation.

### **ARTICLE 2    DESCRIPTION OF PROPERTY**

- 2.1.    Description of the Property.
- 2.2    Location and Dimensions of Buildings and Units.
- 2.3    Recorded Plat and Plans.
- 2.4    Condominium Documents.

### **ARTICLE 3    DESCRIPTION OF CONDOMINIUM UNITS**

- 3.1    Creation of Units.
- 3.2    Description of the Units.
- 3.3    Unit Boundaries.
- 3.4    Allocated Interests.
- 3.5    Alterations by Unit Owner.

### **ARTICLE 4    COMMON ELEMENTS, LIMITED COMMON ELEMENTS**

- 4.1    Common Elements.
- 4.2    Limited Common Elements.
- 4.3    Common Elements to Remain Undivided.
- 4.4    Connection of Adjoining Units and Limited Common Areas.
- 4.5    Alteration of Common Elements by Declarant.

### **ARTICLE 5    DEVELOPMENT RIGHTS AND PHASING**

- 5.1    Development Rights.
- 5.2    Phasing.
- 5.3    Assignment
- 5.4    Amendment, Waiver, Etc.

### **ARTICLE 6    CONDOMINIUM ASSOCIATION**

- 6.1    The Association.
- 6.2    Board of Directors Powers; Declarant Control Period.
- 6.3    Bylaws.
- 6.4    Rules and Regulations.

### **ARTICLE 7    ASSOCIATION ASSESSMENTS ON UNIT OWNERS**

- 7.1.    Common Expenses and Service Charges
- 7.2    Allocation and Payment of Common Expense Assessments.
- 7.3    Service Charges.
- 7.4    Payment of and Lien for Assessments, Service Charges, Etc.

- 7.5 Liability.
- 7.6 Budget.
- 7.7 Working Capital Fund.

## **ARTICLE 8 MAINTENANCE RESPONSIBILITIES AND USE RESTRICTIONS**

- 8.1 General Maintenance Responsibilities
- 8.2 Maintenance of Common Elements.
- 8.3 Maintenance of Limited Common Elements.
- 8.4 Maintenance of Unit.
- 8.5 Liability of Owner.
- 8.6 Use and Occupancy Restrictions on Units.
- 8.7 Use of Common Elements.
- 8.8 Leasing.
- 8.9 Liability for Assessments, Etc.
- 8.10 Common Elements

## **ARTICLE 9 EASEMENTS & RESERVED RIGHTS**

- 9.1 Utilities, Pipes and Conduits.
- 9.2 Access.
- 9.3 Association and Board of Directors Access.
- 9.4 Encroachments.
- 9.5 Ancillary Easements through Common Elements.

## **ARTICLE 10 RIGHTS OF MORTGAGE LENDERS ON UNITS**

- 10.1 Right to Mortgage.
- 10.2 Identification of Mortgages.
- 10.3 Mortgage Foreclosure and Dispositions.
- 10.4 Eligible Mortgage Holder.
- 10.5 Mortgagee Approval Rights.
- 10.6 Mortgagee Priority.
- 10.7 Records.

## **ARTICLE 11 INSURANCE**

- 11.1 General.
- 11.2 Property and Casualty Insurance.
- 11.3 Casualty Losses, Adjustment and Payment; Insurance Trustee.
- 11.4 Liability Insurance.
- 11.5 Additional Required Decisions.
- 11.6 Other Insurance.
- 11.7 Memoranda and Cancellation.
- 11.8 Separate Insurance.

## **ARTICLE 12 DAMAGE OR DESTRUCTION**

- 12.1 Repair.
- 12.2 Application of Insurance Proceeds.

## **ARTICLE 13 TERMINATION**

- 13.1 Termination.
- 13.2 Effect of Termination.

## **ARTICLE 14 EMINENT DOMAIN**

- 14.1 Acquisition of Unit(s).
- 14.2 Acquisition of Common Elements.
- 14.3 Rights of Association and Mortgage Holders.

## **ARTICLE 15 AMENDMENTS**

- 15.1. General.
- 15.2 Proviso; Consent of Declarant.
- 15.3 Notice, Execution and Recording.
- 15.4 Notice and Challenge.

## **ARTICLE 16 GENERAL PROVISIONS**

- 16.1 Enforcement.
- 16.2 Units Not Yet Separately Assessed.
- 16.3 Conflict.
- 16.4 Severability.
- 16.5 Waiver.
- 16.6 Captions.
- 16.7 Gender, Number, Etc.
- 16.8 Power to Interpret.
- 16.9 Disputes with Declarant and Arbitration.

## **ARTICLE 17 NOTICES**

- 17.1 Notices.

## **EXHIBITS**

- Exhibit A Legal Description
- Exhibit B Condominium Plat
- Exhibit C Condominium Floor Plans
- Exhibit D Allocated Interests
- Exhibit E Condominium Association Bylaws

# DECLARATION OF VILLAGE AT LITTLE FALLS CONDOMINIUM

## ARTICLE 1 DECLARATION OF CONDOMINIUM PROPERTY

THIS DECLARATION OF VILLAGE AT LITTLE FALLS CONDOMINIUM ("Declaration") is executed by **HRC-VILLAGE AT LITTLE FALLS, LLC**, a Maine limited liability company with a mailing address of 2 Market Street, Portland, Maine 04101 ("Declarant"), pursuant to the Maine Condominium Act, chapter 31 of Title 33 of the Maine Revised Statutes of 1964, as amended ("Condominium Act").

**§1.1 Declaration of Property.** The Declarant as the owner in fee simple of the land located on Depot Street in the Town of Windham, County of Cumberland and State of Maine described in Exhibit A, the buildings and improvements now or hereafter located thereon and subject to and together with all easements, rights, privileges and appurtenances thereto (collectively the "Property"), HEREBY SUBMITS the Property to the Condominium Act in accordance with this Declaration, and establishes a condominium as defined in Section 1601-103(7) of the Condominium Act ("Condominium") known as Village at Little Falls Condominium. The name of the Unit Owners' association is the Village at Little Falls Association, a Maine nonprofit corporation (the "Association"). Initially, the Condominium consists of the Property and the initial unit known as Unit # \_\_\_\_ [to be determined].

As set forth in this Declaration, the Declarant reserves various Development Rights, Special Declarant Rights and easements, including without limitation the right to physically construct and legally create a total of up to eighty five (85) Condominium Units with associated Common Elements.

**§1.2 Applicability.** This Declaration shall govern the Property. All present and future owners, occupants and tenants, their guests, licensees, invitees, employees, agents, and any other person entering on the Property shall be subject to this Declaration, the Bylaws of the Association and to such Rules and Regulations of the Association, all of which shall be deemed to be covenants running with the land, and shall bind any person having at any time any interest in or entering upon the Property.

**§1.3 Defined Terms.** Capitalized terms not otherwise defined in this Declaration or on the Plat and Plans shall have the meanings specified in the Condominium Act.

**§1.4 Interpretation.** In the event of any conflict or discrepancy between this Declaration, the Bylaws, the Rules and Regulations, and the Plat and Plans, the provisions of this Declaration shall govern.

## ARTICLE 2 DESCRIPTION OF PROPERTY

**§2.1 Description of the Property.** A legal description of the Property included in the Condominium is set forth in Exhibit A. The location and dimensions of the Property initially included in the Condominium are depicted on the Condominium Plat entitled "Condominium Plat of Village at Little Falls" dated \_\_\_\_\_, 2007 as amended through

\_\_\_\_\_, 2006 by \_\_\_\_\_ recorded in said Registry of Deeds in Plan Book \_\_\_\_\_, Page \_\_\_\_\_ (the "Plat"), a reduced copy of which is attached hereto as **Exhibit B**.

**§2.2 Location and Dimensions of Buildings and Units.** The term "Building" means any building erected or to be erected on the Property containing one or more Units, as well as other improvements comprising a part of a building or intended to be used for purposes incidental to the use of a building. The proposed location and dimensions of the Buildings and other improvements which may be erected on the Property, including Common Elements, are shown on the Plat as depicted on **Exhibit B**.

The proposed location and dimensions of initial and proposed Unit together with its appurtenant Limited Common Elements are depicted on the Floor Plans entitled "Village at Little Falls" dated \_\_\_\_\_, 2006 by \_\_\_\_\_ and recorded in said Registry of Deeds in Plan Book \_\_\_\_\_, Page \_\_\_\_\_ (the "Plans"), reduced copies of which are attached hereto as **Exhibit C**. The proposed location and dimensions of each Building and Unit are subject to change by the Declarant until such time as each Unit is legally created, and such improvements need not be built or may be built with configurations and locations different than those shown on the Plat and Plans, as further appears in Article 5 below.

**§2.3 Recorded Plat and Plans.** The original Plat and Plans and any amendments thereto shall be recorded with this Declaration in the Cumberland County Registry of Deeds.

**§2.4 Condominium Documents.** "Condominium Documents" means this Declaration, the Plat, the Plans, the Bylaws of the Association, and the Rules and Regulations adopted by the Board of Directors, and any amendments to any of the foregoing adopted from time to time.

### ARTICLE 3 CONDOMINIUM UNITS

**§3.1 Creation of Subsequent Units.** Initially Unit #\_\_\_\_\_ is created under this Declaration. The Declarant has the right to create up to eighty-four (84) additional Units. For each Unit subsequently created pursuant to this Declaration, its Allocated Interests shall be set forth in an amendment to **Exhibit D**, and a description of such Unit including each Unit's identifying number, the locations and dimensions of the vertical boundaries and horizontal boundaries of each Unit, the Common Elements to which the Unit has direct access, and any other information necessary to identify the Unit shall be shown on the Plat and Plans.

**§3.2 Description of the Units.** "Unit" means a part of the Property designated for separate ownership or occupancy which has a direct exit to Limited Common Elements and Common Elements. For each Unit created from time to time pursuant to this Declaration, the identification number and approximate area are shown on the Plat and Plans of the Property as amended from time to time. Any Unit's internal room configuration shown on the Plans is illustrative only, and is not binding on an owner except that the structural support of the Building must be preserved.

Each Unit includes the following items:

- (a) All interior partitions (excepting those portions thereof which are load-bearing), interior doors and interior stairways located wholly within the Unit;
- (b) Finish flooring, floor coverings, carpeting and the like, and finish wall and ceiling coverings (including paint, wallpaper, furring, gypsum board, moldings, and any other materials constituting any part of the finished surfaces thereof);
- (c) Windows, exterior doors and garage doors providing access to the Common Elements including their locks, hardware, tracks, and glass, but excluding their frames, thresholds and sills;
- (d) Plumbing, kitchen and bathroom pipes, lines and fixtures, the heating and ventilating equipment and vents, kitchen appliances, water heaters, air conditioning systems if any, and components thereof serving only a single Unit, if any, even if located outside of a Unit's boundaries;
- (e) Electrical wiring, equipment outlets and lighting devices from the point where the feed wire enters the Unit's circuit breaker distribution box inwards, and portions of electric, water and utility lines, pipes, outside lights, doorbells, conduits, vents, flues, fans, and equipment serving only that Unit, even if located outside of a Unit's general boundaries; and,
- (f) The interior of the garage.

A Unit generally does not include the exterior walls, the roofs, rafters, attics and foundations, slabs, land, and any pipes, wires, conduits, flues, ducts, wires, pipes, or other utility lines running through a Unit which serve more than one Unit or which serve the Common Elements or which serve another Unit.

Each Unit and the Common Elements shall have an easement for lateral and subjacent support from every other Unit and the Common Elements, and shall have the easement for encroachments established under Section 1602-114 of the Condominium Act. In addition, each Unit Owner has an unrestricted, perpetual right of ingress and egress to his or her Unit across the Common Elements, which automatically transfers with a transfer of title to the Unit. Any conveyance, encumbrance, judicial sale, or other transfer (whether voluntary or involuntary) of an interest in the Common Elements shall be void unless the Unit to which that Common Element interest is allocated is also transferred.

**§3.3 Unit Boundaries.** The boundaries of each Unit subsequently created under this Declaration are shown on the Plat and Plans, and shall consist of:

(a) *Horizontal Boundary.* The upper and lower boundaries of each Unit are generally the following boundaries extended to an intersection with the vertical (perimeter) boundaries:

1. Upper Boundary: The planes at the lower surfaces of the floor joists of the attic or Unit located above a Unit, including the upper (outside) side of the gypsum board of the ceiling and any other materials constituting any part of the finished surfaces thereof, if any, extending to the intersection with the vertical boundaries.

2. Lower Boundary: The horizontal plane at the upper surface of the undecorated surface of the concrete floor slabs extending to the intersection with the vertical boundaries.

(b) *Vertical Boundaries*: The vertical boundaries of each Unit shall be the vertical planes at the stud line at the exterior or outer-most surface of the gypsum-board, sheetrock, or other wall materials forming its exterior or common walls, all extended to the intersections with each other and with the horizontal boundaries.

(c) *Interior Finishes*. The Unit shall include all wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, wallpaper, finished flooring and any other materials constituting any part of the finished surfaces thereon located within the boundaries of the Unit.

(d) *Interior Space*. All other spaces, interior partitions and other fixtures and improvements within the boundaries of a Unit are a part of the Unit.

**§3.4 Allocated Interests.** The term "Allocated Interests" means the Common Element Interest, the Common Expense Liability and the voting rights in the Association allocated to each Unit pursuant to this Declaration. The term "Common Element Interest" means the percentage of undivided interest in the Common Elements appurtenant to each Unit. The term "Common Expense Liability" means the allocation to each Unit of the respective liability for Common Expenses. Generally the Common Expense Liability allocated to a Unit is a percentage equal to the Common Element Interest appurtenant to such Unit. The Allocated Interests of each Unit shall be set forth in Exhibit D.

The percentage of each Unit's Common Element Interest and Common Expense Liability is allocated by calculating (i) the sum of the number of square feet of heated, above grade living space in the Unit plus the square feet of the portions of the Common Elements abutting such space extending out to the exterior sheathing or for abutting units, the centerline of the wall separating the units relative to (ii) the total square feet of such for all Units which have then been created in the Condominium, (iii) subject to rounding in order to permit ease of administration, provided however that (iv) the percentage stated in Exhibit D (as it may be amended) shall prevail in any event. Open loft areas, below grade areas, basement and garage areas shall not be counted in calculating such percentages.

Each Unit shall each have one vote in the Association on a formula of one vote per Unit to permit equality among Units.

The Association shall have the express power to separately assess "Service Charges" against a Unit and the Owner thereof for services rendered by the Association to or for the benefit of that Unit as set forth in Section 9.6 below.

**§3.5 Alterations by Unit Owner.** Subject to this Declaration, the Bylaws and the Rules and Regulations of the Association as amended from time to time, a Unit Owner may make nonstructural improvements and alterations within the interior of the Unit. However, no Unit Owner may make any improvements or alterations or do any work whatsoever which would impair the structural integrity or mechanical systems or the walls separating units or life safety

systems of a Building, lessen the support of any portion of the Condominium, or jeopardize the soundness or safety of the Property.

No Unit Owner shall alter any of the Common Elements or paint or otherwise change the appearance of the Common Elements (including without limitation the Limited Common Elements) or paint or otherwise change the exterior appearance of the Unit (including, but not limited to, the exterior surfaces of doors or windows leading to a Common Element or a Limited Common Element) or any other portion of the Condominium, without the prior written approval of the Board of Directors of the Association.

#### **ARTICLE 4 COMMON ELEMENTS, LIMITED COMMON ELEMENTS**

**§4.1 Common Elements.** The term "Common Elements" means the entire Property other than the Units, and includes:

- i. The land, together with the benefit of and subject to all the accompanying rights and easements described in Exhibit A, and all landscaping, vegetation, storm water facilities, and drives;
- ii. The foundations, concrete floor slab, roof, exterior walls, porches, decks, outside steps, and all structural and load bearing portions of the buildings;
- iii. The utility lines, pipes, wires, electrical and transmission wires and conduits, any life safety systems, distribution pipes, storm water systems, and water and sewer utility lines which serve more than one Unit or the Common Elements (excepting lines and equipment owned by public and municipal utilities or which form portions of the Unit as defined above); and
- iv. All other parts of the property necessary or convenient to its existence, maintenance and safety or normally in common use, except as otherwise expressly provided in this Declaration.

**§4.2 Limited Common Elements.** The term "Limited Common Elements" means those portions of the Common Elements where the exclusive use is reserved to one or more, but fewer than all, of the Units in accordance with this Declaration. Limited Common Elements, consist of the following:

- i. For each Unit, an exterior driveway, if any, as shown and assigned as Limited Common Elements on the Plat and/or Plans;
- ii. The exterior porch and deck areas, if any, shown and assigned as Limited Common Elements on the Plans;
- iii. Any door steps, stoops, thresholds, doors and windows and their frames and sills and any other fixture designed to serve a single Unit but located outside its boundary servicing a Unit;

- iv. The attic space, if any, above a Unit and for Units located in building which do not have Units located above other Units, the land and concrete slab and foundation below a Unit; and
- v. the portions of the Property shown on the Plat and Plans or as described as Limited Common Elements pursuant to Section 1602-102(2) and (4) of the Condominium Act.

The allocation of Limited Common Elements cannot be altered except in compliance with the Condominium Act, and with the written consent of the Owners and Mortgagees of record of the Units affected by the reallocation of Limited Common Elements.

**§4.3 Common Elements to Remain Undivided.** The Common Element Interest of a Unit shall be inseparable from each Unit, and any conveyance, lease, devise or other disposition and any mortgage or other encumbrance of any Unit shall include the Common Element Interest, whether or not expressly referred to in the instrument making such transfer. The Common Elements shall remain undivided and no action for partition or division of any party shall be permitted, unless otherwise provided by law and permitted by this Declaration.

**§4.4 Connection of Units and Limited Common Areas.** If the record owners of the subject Unit(s) affirmatively elect, with the written approval of the Board of Directors of the association based on each owner's compliance with the standards set forth hereinafter, all to be evidenced by a recorded instrument duly executed and acknowledged, that portion of the Common Elements located between a Unit and an adjoining Limited Common Element (with the consent of any other Units sharing the same), may be thereby subjected to an easement in favor of each such Unit respectively running to the midpoint of the space between each Unit or to the Limited Common Element for the removal and alteration of any intervening partition and the creation of apertures therein for passage back and forth between the two Units or to the Limited Common Element, and for the installation of stairs, doors, windows and frames appurtenant thereto. The owners shall be strictly liable for any resulting damage. At all times after such election each Unit Owner: shall preserve and maintain the structural integrity and architectural style, the mechanical and utility systems, and the support of all portions of the Property; and shall strictly comply with all fire, building code and other governmental laws, ordinances and requirements. Any such Unit Owner or his respective heirs, mortgagees or assigns, may at any time revoke such election by instrument duly executed and acknowledged served on the other such owners and duly recorded, and thereafter may seal up passageways and/or remove the stairs, doors and their frames, and/or install a permanent wall, floor ceiling or other partitions, at all times preserving the structural integrity, the mechanical and utility systems and support of all portions of the Property. Nothing contained herein shall be deemed to merge or otherwise affect the separate identity, configuration or the boundaries of said Units.

**§4.5 Alteration of Common Elements by the Declarant.** Until all Units have been sold and the Declarant's obligations under purchase and sale agreements for all Units have been satisfied, the Declarant reserves the right to modify, alter, repair or improve portions of the Common Elements, including without limitation, any equipment, fixtures and appurtenances, and further reserves an easement over the Common Elements in order to discharge its obligations and to exercise any Declarant Rights, whether arising hereunder or under the Condominium Act.

**ARTICLE 5**  
**DECLARANT'S RIGHTS AND PHASING**

**§5.1 Development Rights.** The Declarant reserves the rights:

(a) Until the construction, marketing and sale of all Units is completed, including any future Units which may be created hereunder, to locate in the Common Elements and Units of the Property, even though not depicted on the Plat and Plans, and grant and reserve easements and rights-of-way for the installation, maintenance, repair, replacement and inspection of public utility lines, wires, pipes, conduits and facilities servicing or burdening the Property including, but not limited to, water, electric, telephone, cable television, fuel, sewer, and surface and subsurface drainage, provided however that no such easement shall be effective until of record, that no such easements may be granted through Units sold by Declarant to third party who is not a successor Declarant and that the Common Elements shall be promptly restored upon installation and repair;

(b) Until the construction, marketing and sale of all Units is completed, including any future Units which may be created hereunder, to connect with and make use of utility lines, wires, pipes and conduits located on the Property for construction and sales purposes, provided that the Declarant shall be responsible for the cost of services so used;

(c) Until the construction, marketing and sale of all Units is completed, including any future Units which may be created hereunder, to use the Common Elements for ingress and egress, for the construction, reconstruction, maintenance, repair, renovation, replacement or correction of the Units or Common Elements including without limitation the movement and temporary storage of construction materials and equipment, the right of vehicular and pedestrian access, the right to park motor vehicles, and for the installation of signs and lighting for sales and promotional purposes;

(d) Until the construction, marketing and sale of all Units is completed, including any future Units which may be created hereunder, to operate and relocate construction, sales, leasing and management offices; permit prospective tenants, purchasers, lenders, appraisers, and others to visit the offices and use the Common Elements and use unsold Units for construction, sales, leasing and display purposes;

(e) Appoint and remove members of the Board of Directors and Officers of the Association in accordance with Section 6.2 of this Declaration;

(f) Until the construction, marketing and sale of all Units is completed (including any future Units which may be created hereunder), to approve of the creation of easements between a Unit and an adjoining limited common element in accordance with Section 4.4 of the Declaration in accordance with the standards set forth therein;

(g) Until the expiration of any applicable warranty established by law or agreement, the Declarant, its contractors, agents and employees shall have the right of entry into a Unit to perform warranty-related work, whether for the benefit of than Unit or any other Unit;

(h) Until the construction, marketing and sale of all Units is completed, including any future Units which may be created hereunder, to grant easements for public utilities running over, through or under the Common Elements

(i) Those rights established under Sections 3.6 and 4.5 of the Declaration;

(j) Those rights established under the Condominium Act.

The exercise of Development Rights shall be subject to the following restriction:

- i) No changes shall be made to the Contract Zone dated June 1, 2005 and recorded in the Cumberland County Registry of Deeds in Book 227112, Page 102 except in accordance with its terms, or in the approvals from the Town of Windham Planning Board, reference being made to the Plan recorded in the Cumberland County Registry of Deeds in Plan Book \_\_\_\_\_, Page \_\_\_\_\_ unless any applicable approval is received pursuant to the Town of Windham's Land Use Ordinances to the extent applicable;
- ii) No changes shall be made the Maine Department of Environmental Protection's approval dated \_\_\_\_\_, 2007 unless any applicable approval is received.

**§ 5.2 PHASING.** Developer reserves the rights but not the obligation until seven (7) years from the date of the recording of this Declaration:

A. To create on the Property a total of up to eighty five (85) Units, Common Elements and Limited Common Elements appurtenant to such Units on the Property as described in the attached Exhibit A, all pursuant to Section 1602-110 of the Condominium Act. Said conversion creating additional Units and Limited Common Elements may be composed of up to six (6) buildings. The projected location and approximate dimensions of the Units and Limited Common Elements for said buildings are shown on the Plat and Plans. Said additional buildings, Units and Limited Common Elements need not be built with the configurations or in the locations as shown on the Plat, and the DECLARANT EXPRESSLY RESERVES THE RIGHT TO VARY SUCH BUILDINGS, UNITS, LIMITED COMMON ELEMENTS AND THEIR LOCATIONS in its discretion, subject to the restrictions set forth in Section 5.1 above. Upon the addition of Units, which may occur in such stages and in such order as the Declarant determines, they shall be fully integrated into the Condominium as if this Declaration had been originally executed and recorded containing the additional Building Phase(s) and the Allocated Interests of the Units shall be reallocated in accordance with the formulas set forth in this Declaration and as more particularly set forth in the amendment adding said Building Phase(s).

All such future Units, Common Elements and Limited Common Elements *shall be* consistent with the initial Units in terms of the quality of construction, general architectural style and principal materials, provided that the Declarant may substitute construction materials and technique of equal or better quality and, upon the addition thereof to the Condominium, must be substantially completed. All restrictions in or created by authority of this Declaration affecting the use, quality or alienation of Units *shall apply* to such Units including, without limitation, the restriction to residential use set forth herein. Declarant need not add said buildings or and said Limited Common Elements to the Condominium and hence said buildings, Units, Common

Elements and Limited Common Elements NEED NOT BE BUILT. All improvements within a future Building Phase must be substantially completed upon the addition to the Condominium. The Declarant must exercise its rights hereunder within seven (7) years of the recording of this Declaration.

B. Upon the addition of such Units to the Condominium, the Allocated Interests of all Units shall be reallocated in accordance with Section 3.4 of this Declaration and Exhibit D shall be amended accordingly.

C. To exercise any rights under this Section, the Declarant shall prepare, execute and record an amendment to the Declaration pursuant to the Condominium Act, which amendment may include a Plat and Plans as required by the Condominium Act to the extent not previously recorded. Said amendment shall become effective upon recording without the consent of any other person.

**§5.3 Assignment.** All or any part of the rights, powers or reservations of Declarant contained in this Declaration may be assigned by Declarant to any person or entity which will assume the duties and obligations of Declarant related to the rights, powers or reservations assigned. Upon the recording of an assignment of such rights, powers or reservations pursuant to which the assignee assumes the duties and obligations of Declarant related thereto, the assignee shall become a successor Declarant as to such rights, powers or reservations assigned and shall have the same rights and powers and be subject to the same duties and obligations as are given to and assumed by Declarant herein, and Declarant shall be relieved from all liability with respect to the rights, powers, reservations, duties and obligations hereunder which are assumed by the assignee.

#### **§5.4 Amendment, Waiver, Etc.**

ARTICLE 5 and Sections 4.4 and 4.5 shall not be amended or waived without the consent of the Declarant duly recorded in said Registry of Deeds.

The rights and benefits of ARTICLE 5 and all other rights of Declarant set forth in this Declaration, the Bylaws or otherwise, as amended from time to time, may be transferred in whole or part by recorded instrument specifically referring to this Section and executed by Declarant and its successor or assignee.

The Declarant shall have the right to waive the Development and Special Declarant Rights reserved hereunder in whole or part by an written instrument provided that such waiver shall only be effective upon recording in said Registry of Deeds and such waiver shall be subject to the limitations of Section 1603-103(d) of the Act regarding Declarant Control of the Association.

## ARTICLE 6 CONDOMINIUM ASSOCIATION

**§6.1 The Association.** The term "Association" means the association of the Unit Owners organized pursuant to Section 1603-101 of the Condominium Act as a nonprofit corporation under the Maine Non Profit Corporation Act. The membership of the Association at all times shall consist exclusively of all Unit Owners, or in the event of a termination of the Condominium as provided in the Condominium Act, of all former Unit Owners entitled to distributions of proceeds, or their heirs, successors or assigns. Persons having an interest in a Unit solely as security for an obligation shall not be considered members.

Each Unit Owner shall automatically become a member of the Association, which membership shall continue as long as she or he continues as a Unit Owner, and upon the termination of the interest in the Condominium, his or her membership and any interest in the assets of the Association shall be automatically transferred and inure to the next Unit Owner or Owners succeeding him in interest.

The Association shall have all the powers granted pursuant to its Bylaws, the Condominium Act and the Maine Non Profit Corporation Act.

**§6.2 Board of Directors Powers; Declarant Control Period.** Except as otherwise provided in Section 1603-103(b) of the Condominium Act, the Board of Directors may act on behalf of the Association and shall have all of the powers necessary or appropriate for the administration of Association.

During the Declarant Control Period, the Board of Directors shall be composed of three (3) natural persons. The term "Declarant Control Period" means the period which extends from the date of the recording of this Declaration until the earlier of (a) seven (7) years following the conveyance of the first Unit to a Purchaser or (b) sixty (60) days after the conveyance of seventy-five percent (75%) of the Units, other than a conveyance to a successor Declarant. The Declarant shall have the right during the Declarant Control Period to appoint, remove and replace from time to time any and all members of the Board of Directors, and officers of the Association, without the necessity of obtaining resignations. The directors appointed by the Declarant need not be Unit Owners.

Following the expiration of Declarant Control Period, the affairs of the Association shall be governed by a Board of Directors composed of no less than five (5) and no more than eleven (11) natural persons, the exact number of which shall be established by the Bylaws of the Association but which shall not exceed the number of Units which have been created hereunder. Each Unit shall vote as a class for the election of one director. A majority of the members at the Board of Directors shall be Unit Owners or spouses of Unit Owners or in the case of a Unit Owner which is a corporation, limited liability company, partnership, trust or estate or other legal entity, a designated agent thereof.

The transition from Declarant-appointed members of the Board of Directors to the Unit Owners generally shall occur no later than the earlier of (a) sixty (60) days after the conveyance of 75% of the Units to purchasers other than a successor Declarant, or (b) seven (7) years following conveyance of the first Unit to a Purchaser, or (c) at such earlier date as the Declarant in its sole

discretion shall specify. Prior to the expiration of the Declarant Control Period, a transition meeting of the Association and a transition election shall be held at which all of the members of the Board of Directors and officers of the Association appointed by the Declarant shall resign, and the Unit Owners, including the Declarant if the Declarant owns any Units, shall thereupon elect a Board of Directors to act in the place and stead of those resigning.

By written notice duly recorded in said Registry of Deeds specifically referring to this Section, the Declarant may voluntarily surrender the right to appoint and remove officers and members of the Board of Directors prior to the termination of the Declarant Control Period, but in that event the Declarant may require, for the duration of the Declarant Control Period that specified actions of the Association or Board of Directors, as described in a recorded instrument executed by the Declarant, be approved by the Declarant before such action can become effective.

**§6.3 Bylaws.** The initial bylaws of the Association are attached hereto as Exhibit E.

**§6.4 Rules and Regulations.** The Board of Directors shall have the power from time to time to adopt, amend and enforce Rules and Regulations relative to the operation, use and occupancy of the Units and the Common Elements, consistent with the provisions of this Declaration, Bylaws and the Condominium Act including, but not limited to, the appointment of such committees and the enactment and enforcement of such enforcement procedures and penalties for violations as the Board of Directors shall deem appropriate. Any such Rules and Regulations shall be adopted or amended, by means of appropriate resolutions duly approved by the Board of Directors. Notice of such Rules and Regulations and any amendment thereto shall be sent to each Owner or occupant of a Unit promptly after the adoption thereof, and shall bind all Owners, their heirs and assigns, any all tenants, invitees, guests and other persons entering upon the Property.

## ARTICLE 7 COMMON CHARGES AND ASSESSMENTS

**§7.1 Common Expenses and Service Charges.** The term "Common Expenses" include, but are not limited to, such costs and expenses established by the Condominium Act, by this Declaration, by the Bylaws, or by the Board of Directors in connection with the administration, operation, maintenance and repair of the Condominium and the Property and the rendering to Unit Owners of all related services.

The term "Limited Common Expenses" mean the Common Expenses associated with the maintenance, repair or replacement of a Limited Common Element, which may be assessed against the Unit(s) to which the appurtenant Limited Common Element is assigned in proportion to the relative Common Expense Liabilities of such Unit(s), all as the Board of Directors may periodically establish and determine. If all Units have similar Limited Common Elements, then the Board of Directors may determine that all Units shall pay such expenses in accordance with their Common Expense Liabilities.

The term "Service Charges" shall mean charges for services benefiting fewer than all the Units, which are assessed exclusively against the Unit or Units benefited in accordance with the

use of such services as permitted by Section 1603-115(c) of the Condominium Act and the Bylaws.

All expenses for the administration, operation, maintenance and repair of the condominium and the Property shall be borne by the Unit Owners, by means of assessments as set forth herein.

**§7.2 Allocation and Payment of Assessments of Common Expenses.** The total amount of common expenses shall be assessed to the Units as follows.

(a) The Common Expenses that are not otherwise assessed as Limited Common Expenses or Service Charges shall be assessed against all the Units in proportion to the relative Common Expense Liabilities as set forth herein.

(b) If the Board of Directors determine that a Limited Common Expense benefits more than a single Unit in a manner which is not uniform among all Units, then such Limited Common Expense shall be assessed solely against the benefited Unit in proportion to the relative Common Expense liabilities of such Units as between themselves, all as the Board of Directors may periodically determine. If a Limited Common Expense only benefits a single Unit, that Limited Common Expense may be assessed solely against the Unit benefited, as the Board of Directors shall determine.

(c) For electricity, telephone and cable television services if any, each Unit Owner shall promptly pay the bills for such services consumed or used in his or her Unit. Any electricity serving the Common Elements and the expenses of the maintenance, repair and replacement of the water and system shall be assessed to each Unit as a Common Expense, subject of the right of the Association to submeter and then separately charge for water and sewer services supplied to the Units as Service Charges.

(d) Each Unit is subject to a lien in favor of the Association for the unpaid Common Expenses, Limited Common Expenses, Service Charges and penalties, fines, interest and costs of collection including reasonable attorneys' fees, all as provided in the Condominium Act, the Declaration and the Bylaws.

(e) In any event no later than 60 days after the first Unit is conveyed, all Unit owners including the Declarant shall commence paying monthly common charges to the Association for all Units which have been legally created and submitted to the Condominium.

**§7.3 Service Charges.** The Association shall have the express power to separately assess a Unit and the owner thereof for a "Service Charge" for services rendered to that Unit. Such Service Charge assessments shall constitute a lien on the Unit with the same status as a lien for Common Expense liability assessments under the Condominium Act, this Declaration and Bylaws, which lien for service charges may be foreclosed in like manner as a mortgage on real estate. The recordation of this Declaration constitutes record notice of the lien. Service Charges shall include without limitation:

(i) If a Unit Owner, members of his family, guests or tenants requests the Association or its agent to perform repair and maintenance work on his Unit, or damages the Common

Elements or safety systems or fails to perform maintenance and repair work required, the expense thereof as determined by the Board of Directors or its designee may be assessed as a Service Charge.

(ii) Fees, if any, which may be established by the Board of Directors for the use and maintenance of water, sewer and/or other utility services and equipment, if not separately metered and billed by the public utility supplier, may be measured separately by such methods and systems established by the Board of Directors in their discretion. The expense of any public utility charges for water and sewer services and of associated equipment maintenance and repair and reasonable reserve allowances, if not separately metered and billed by the public utility supplier, may also be calculated by the Board of Directors in their discretion and assessed monthly as a service charge to each Unit. For budgeting and working capital purposes, the Board of Directors may charge Unit Owners monthly in advance for such expenses based on its reasonable estimate thereof, subject, however, to such periodic reconciliation as the Board in its discretion may deem appropriate based on the measuring system adopted by the Board. At the election of the Board of Directors, the expense of capital improvements, major repairs or renovations to the water and sewer supply systems may be assessed either as a common expense or as a service charge. The expense of water and sewer services for the Common Elements may be assessed as a common expense or as a service charge at the election of the Board of Directors.

(iii) Insurance premiums for permanent improvements to Units installed by Unit Owners and insured by the request of the Unit Owner with the Association's hazard insurance carrier.

#### **§7.4 Payment of and Lien for Assessments, Service Charges, Fines, Etc.**

a) Each Unit Owner shall pay to the Association or its designee the following amounts: (i) on the first day of each month or on such other date that the Board of Directors may determine, one-twelfth (1/12<sup>th</sup>) of the common charges for Common Expenses including Limited Common Expenses, and Service Charges and revised Common Expenses including revised Limited Common Expenses, assessed against his Unit; (ii) all special assessments and any other sums duly levied against the Unit pursuant to this Declaration, the Bylaws, the Rules and Regulations or the Condominium Act which are assessed against Unit Owners; and (iii) interest at the rate of 18% per annum, (iv) fines, penalties, fees, and late charges as may be established by the Board of Directors pursuant to the Rules and Regulations, and (v) legal fees and other costs of collection, foreclosure and enforcement thereof.

If for any reason the Association shall revise its annual budget and as a result the Common Expenses or Limited Common Expenses are increased, then commencing on the next day assessments are due each Unit Owner shall pay to the Association or its authorized representative such revised annual Common Expenses, including Limited Common Expenses, assessed against his Unit.

(b) The total annual assessment levied against each Unit for Common Expenses, Limited Common Expenses, Service Charges, any special assessment, other sums duly levied against the Unit pursuant to this Declaration, the Bylaws, the Rules and Regulations, or the Act, all interest and late charges, all legal fees and other costs of collection thereof, and all fines, penalties and fees as provided in this Declaration or the Bylaws: (i) shall constitute the personal liability of the

Owner of the Unit so assessed; and (ii) shall, until fully paid, constitute a lien against the Unit in favor of the Association as provided in Section 1603-116 of the Condominium Act.

Such lien is prior to all other liens and encumbrances on a Unit except (a) liens and encumbrances recorded before the recordation of this Declaration, (b) a first priority mortgage recorded before or after the date on which the assessment sought to be enforced becomes delinquent, and (c) statutory liens for real estate taxes and other governmental assessments or charges against the Units; provided, however, that such lien is not subject to the provisions of 14 M.R.S.A. Section 4651 and 18-A M.R.S.A. Section 2-201, et seq., as they or their equivalents may be amended or modified from time to time.

If any assessment is payable in installments, upon a default by such Unit Owner in the timely payment of any two (2) installments in any fiscal year, the maturity of the remaining total of the unpaid installments may be accelerated at the option of the Board of Directors, and the entire balance of the assessment may be declared due and payable in full.

(c) The lien for assessments described in subparagraph (b) may be enforced and foreclosed by the Association in like manner as a mortgage on real estate as provided in the Condominium Act, or by any other means presently or hereafter provided by law or in equity. A suit to recover a money judgment for unpaid assessments, interest, fines, penalties, and costs of collection may be maintained against the Unit Owner personally without foreclosing or waiving the lien securing such assessments, and a foreclosure may be maintained notwithstanding the pendency of any suit to recover a money judgment.

(d) Upon a default in the payment of any amount due the Association or a violation of any provision of the Condominium Act, this Declaration, the Bylaws, or the Rules and Regulations of the Association, which violation continues after reasonable notice from the Association to the Unit Owner, then that Unit and its occupants may be excluded from the use and enjoyment of any and all of the Common Elements not essential to access to the Unit, in addition to all other remedies available to the Board of Directors.

**§7.5 Liability.** Multiple owners of a Unit shall each be jointly and severally liable for all Common Expenses, Limited Common Expenses, special assessments, Service Charges, interest, fees, penalties and costs of collection. A grantee receiving a conveyance of a Unit shall not be prevented from exercising any right to recover from the grantor such amounts paid for those assessments, common charges, etc. arising prior to the conveyance. A grantee or proposed purchaser for a Unit under a purchase and sale contract may obtain a statement from the Association setting forth the amount of unpaid common charges, assessments and service charges, late fees, interest and costs of collection against the Unit and such other items required by the Condominium Act, upon payment of such fee as may be established from time to time by the Board of Directors. The grantee shall not be liable for, and the Unit conveyed shall not be subject to a lien for any unpaid amounts due from the grantor before the statement date in excess of the amount set forth in the statement except interest, late fees and costs of collection accruing thereafter.

**§7.6 Budget.** The proposed budget adopted by the Association's Board of Directors shall be adopted unless rejected by a two-thirds (2/3) vote of all Unit Owners.

**§7.7 Working Capital Fund.** Each purchaser of a Unit shall contribute to a fund for the Association equal to two months common charges per Unit, to be paid by each Unit purchaser at the time of initial transfer of title from the Declarant to each Unit purchaser, which shall be paid to the Association, and used for such purposes as the Board of Directors may approve, including working capital, funding reserves and to cover operating deficits. Such fund shall be held in a segregated account, owned by and in the name of the Association, established at a Maine financial institution insured by the Federal Deposit Insurance Corporation or other equivalent federally sponsored insurance. No purchaser shall be entitled to a refund of such monies from the Association upon any subsequent transfer of a Unit.

## ARTICLE 8 MAINTENANCE AND USE

**§8.1 General Maintenance Responsibilities.** The Units and Common Elements shall be generally maintained and repaired by each Unit Owner and the Association in accordance with the provisions of Section 1602-107(a) of the Condominium Act.

**§8.2 Maintenance of Common Elements.** Generally the Association shall be responsible for the maintenance, repair and replacement of the Common Elements, including but not limited to the ~~sewage pump station and system (which shall be maintained and repaired in good condition in accordance with the manufacturer's recommendations); storm water system, snowplowing of all streets and snow removal from all fire hydrants located within the Property, street lighting, and trash pickup (unless provided by the municipality), all as determined by the Board of Directors, and shall maintain the sewer pump station, sewer mains, water mains, and sewer manholes until such maintenance is assumed by the Portland Water District.~~ If such repair or replacement of the Common Elements shall be necessitated by the negligence, neglect or misconduct of fewer than all of the Unit Owners, such cost shall be assessed to the Unit Owners responsible as a Service Charge.

Without limiting the foregoing obligations the Association shall be responsible for the following maintenance in accordance with the requirements of the Maine Department of Environmental Protection:

- (i) the Association will be responsible for the maintenance of the storm water management lines, system and structures, the establishment of any contract services required, and the keeping of records and maintenance logbook. Maintenance will be performed in accordance with the Maine Department of Environmental Protection ("DEP") approved Maintenance Plan as well as the manufacturer's recommended maintenance plans. Records of all inspections and maintenance work accomplished must be kept on file and retained for a minimum of 5-year time span. The maintenance logbook shall be made available to the DEP upon request.
- (ii) Paved surfaces shall be swept or vacuumed at least twice annually in the spring to remove all winter sand, and periodically during the year on an as-needed basis to minimize transportation of sediment during rainfall events.

- (iii) Catch basins sumps shall be inspected in the spring and periodically during the year on an as-needed basis. If the catch basin sump has more than 1' of accumulation, sediment shall be removed via a vacuum truck or any mechanical means, with care taken to not flush the sediments into the underdrain soil filters or retention systems so as to not reduce the system's capacity and hasten the time when it must be cleaned.
- (iv) Any sediment in culverts or piped drainage systems which exceeds 20% of the diameter of the pipe shall be removed, which may be accomplished by hydraulic flushing or any mechanical means. All pipes shall be inspected on an annual basis.
- (v) The underground detention system shall be maintained per the manufacture's recommendations. The underground detention system will be inspected annually, with the initial inspection occurring 6 months after installation. If sediment is found during the visual inspection, a stadia rod should be inserted to determine the depth of sediment. If the depth of sediment exceeds 3 inches, the system should be cleaned using a vacuum process.
- (vi) The soil filter should be inspected after every major storm in the first few months to ensure proper function. Thereafter, the filter should be inspected at least once every six months to ensure that it is draining within 48 hours; and that, after storms that fill the system to overflow, it drains in no less than 24 hours. Sediment and debris should be removed from the pretreatment structure at least annually.
- (vii) The bio-retention cells will be inspected annually. Fertilization of the under-drained filter area should be avoided unless absolutely necessary to establish vegetation. Harvesting and pruning of excessive growth will occasionally be needed. Weeding to control unwanted or invasive plants and additional of mulch may also be necessary. The types of plantings in the Bio-retention cells may not be changed without prior approval from the Town of Windham and the DEP.

**§8.3 Maintenance of Limited Common Elements.** Generally the Association shall maintain, repair and replace the Limited Common Elements, all as determined by the Board of Directors.

The Association may assess the costs of maintenance, repair and replacement of the Limited Common Expenses applicable to particular Unit(s) to such Unit(s) if the item giving rise to the expense shall be uniquely for the benefit of such Unit(s), as may be determined from time to time by the Board of Directors. If such repair or replacement of the Limited Common Elements shall be necessitated by the negligence, neglect or misconduct of fewer than all of the Unit Owners, in which case such cost shall be assessed to the Unit Owners responsible as a Service Charge.

Provided however that each Unit Owner shall be responsible for the cleaning of the interior and exterior glass surfaces of door and window, for the operation and maintenance of window and door locks, and removal snow and ice from the porch and deck Limited Common Elements appurtenant to the Unit, and maintain the sewer line leading from the Unit to the point where it connects to the common line, but the Association may elect to provide such services and assess the Units therefore as a Service Charge or as a part of the general Common Charges.

**§8.4 Maintenance of Unit/Repair Responsibility.** Each Unit Owner shall keep and maintain her or his Unit and its equipment, appliances and appurtenances in good order, condition and repair and in a clean and sanitary condition, whether such maintenance and repair shall be structural or non-structural. Each Unit Owner shall do all redecorating, painting and varnishing of the Unit interior which at any time may be necessary to maintain the good appearance and condition of such Unit. The Unit Owner shall clean the interior and exterior surface of windows in the Unit, including periodic washing.

No Unit Owner shall deposit any trash, dirt, debris or other substance from the Unit onto the Common Elements or Limited Common Elements, except in designated trash disposal areas.

Only ordinary household waste in normal quantities shall be deposited into the sewage system. No person shall pour any grease or non-household chemical into the sewage system.

The Board of Directors may adopt Rules and Regulations requiring the Unit Owners periodically to replace water heaters and washing machine hoses.

Each Unit Owner shall be responsible for all damage to any other Units or to the Common Elements resulting from his failure or negligence to make any of the repairs required by this Article. Each Unit Owner shall perform his responsibilities in such manner as shall not unreasonably disturb or interfere with the other Unit Owners. Each Unit Owner shall promptly report to the Board of Directors or the managing agent any defect or need for repairs for which the Association is responsible.

To the extent that any damage to a Unit is covered by the Association's insurance, the Unit Owner shall be responsible for (i) payment of the first \$1,000 of the insurance deductible, if any (or such other amount established by the Rules and Regulations) and for (ii) uninsured damage to any Common Element for which the Unit Owner is otherwise responsible due to the fault or negligence of the Owner.

**§8.5 Liability of Owner.** Each Unit Owner shall be liable, and the Association shall have a lien against his Unit for, all costs of maintaining, repairing or replacing any portion of another Unit or of the Common Elements including Limited Common Elements to the extent that such costs are caused by or attributable to such Unit Owner's wrongful or negligent act, neglect, omission or carelessness or by that of such Unit Owner's guests, employees, agents, lessees, invitees, or their pets. The Association shall have the right to repair any damage so caused, to cure or correct the cause of the damage and to maintain or replace such damaged Unit or Common Element to the extent the Association deems necessary and appropriate. Such liability shall include any increase in insurance rates occasioned by uses, misuse, occupancy, or abandonment of any Unit or its appurtenances. Nothing herein contained, however, shall be construed to modify any waiver by insurance companies of rights of subrogation against such Unit Owner.

**§8.6 Use and Occupancy Restrictions on Units.** Each Unit shall be occupied and used subject to the following restrictions:

(a) *Single Family Residential Use.* No Unit shall be used or occupied for any purpose other than for single family residential purposes, provided, however, that an occupant of a Unit may conduct business activities within the confines of such Unit so long as no signs are displayed, the Unit is not used for meeting with customers or third parties, and there is no noticeable increase in deliveries. Provided however that nothing in this Declaration or the Bylaws shall be construed to prohibit the Declarant from exercising any easements and Special Declarant Rights reserved by the Declarant, including without limitation promotional, marketing or display purposes, sales of Units and for customer service purposes, or from leasing Units owned by Declarant as provided in this Declaration.

(b) *Insurance.* No activities shall be carried on or materials used or kept in any Unit or any in the Common Elements that will increase the rate of insurance for the Property, or any part thereof, without the prior written consent of the Board of Directors. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on the property, or any part thereof, or which would be in violation of any law, regulation or administrative ruling. No waste may be committed on or to the Common Elements.

(c) *Nuisance/Hazard.* No Unit shall be used so as to create a nuisance or an unreasonable interference with the peaceful possession or proper use of any other Unit or the Common Elements.

No owner or occupant of any Unit shall carry on, or permit to be carried on, any practice which unreasonably interferes with the quiet enjoyment and proper use of another Unit or the Common Elements by the Owner or occupant of any other Unit, or which creates or results in a hazard on the Property.

(d) *Pets and Animals.* The Association shall have the power to restrict and regulate pets and animals under the Bylaws or the Rules and Regulations of the Association as promulgated or amended from time to time. Upon notice and opportunity to be heard, the Board of Directors may expel any offending pets and animals from the Property.

(g) *Fire Safety and Noise Control.* No person shall impair nor remove the any acoustical, sound-deadening, or fire-resistant material from the walls, floors or ceilings of a Unit without replacing the same with materials of equal or greater such qualities.

(g) *Trash.* Trash, garbage and other waste shall be kept only in sanitary containers and shall be disposed of in such manner as may be prescribed in Rules and Regulations established by the Board of Directors. No articles of personal property belonging to any Unit Owner shall be stored in any portion of the Common Elements.

(h) *Electrical.* No Unit Owner shall overload the electrical wiring in the Condominium. No Unit Owner shall operate any machinery, appliances, accessories or equipment in such a manner as to cause, in the judgment of the Board of Directors, as appropriate, an unreasonable disturbance or make any alterations, repairs or modifications to or connection with the electrical or plumbing systems without the prior written consent of the Board of Directors, as appropriate.

Additional major appliances may not be installed in a Unit without the prior written consent of the Board of Directors.

(i) *Governmental Requirements.* All Unit Owners, Unit Occupants, their families, guests, invitees shall comply with and conform to all applicable laws and regulations of the State of Maine, and all ordinances, rules and regulations of the Town of Windham. An Unit Owner shall hold the Association and other Unit Owners harmless from all fines, penalties, costs and prosecutions for the violation thereof or noncompliance therewith.

(j) The Association's sewage system shall be used only for ordinary household purposes.

**§8.7 Use of Common Elements.** Subject to this Declaration, the Bylaws or by the Rules and Regulations adopted from time to time by the Board of Directors pursuant to its powers, each Unit Owner, occupant, tenant, guest, visitor and invitee may use the Common Elements in common with all other Unit Owners and their occupants, tenants, guests, visitors and invitees, in accordance with the single family residential purposes for which they are intended, without hindering or encroaching upon the lawful rights of the other Unit Owners, upon the following terms:

(a) *Motor Vehicles and Parking.* Only passenger vehicles and trucks with a gross vehicle weight of less than 8,000 pounds may be kept or stored on the Property, and such vehicles must be in operable condition and fully licensed for operation on public highways.

No inoperable vehicles, nor any boats, recreational vehicles, snowmobiles, terrain vehicles or other vehicles or recreational equipment, trailers, or similar items may be kept or parked on the Property except within the garage forming a part of the Unit or as otherwise permitted by the Rules and Regulations. No snowmobiles, all terrain vehicles or similar items may be operated on the Property except in compliance with the Rules and Regulations.

Motor vehicles may be parked only in the garage and in the driveway adjacent to each Unit designated as a Limited Common Elements and in those portions of the Common Elements designated from time to time by the Board of Directors for parking. No parking shall be permitted in areas posted against parking by the Board of Directors, and ~~no overnight parking~~ shall be permitted in the common streets. Other than the driveway Limited Common Element appurtenant to each Unit or as the Board of Directors may permit from time to time, any Common Elements designated as spaces for parking shall be used by the Unit Owners on "first come, first served" basis. No unattended vehicle shall be left in such a manner as to impede the passage of traffic or to impair access to driveway or parking areas.

The Board of Directors may adopt such Rules and Regulations as it deems necessary or appropriate to further regulate parking and the use and storage of motor vehicles generally.

(b) *Exterior Alterations.* Except with the written consent of the Board of Directors or as otherwise expressly provided in this Declaration, no person shall (i) construct or maintain any antennas, dishes, wires, cables, fences, decks, steps, signs, canopies, clotheslines or other structures, nor (ii) plant, trim, cut or remove vegetation, trees or shrubs, nor (iii) materially alter the grading or landscaping, nor (iv) do any other thing which affects the appearance from the exterior of the Common Elements or Limited Common Elements.

The Board of Directors may in its discretion designate areas in which Unit Owners may plant flowers and annuals based on plans specifically approved by the Board and subject to the obligation of the Unit Owner to maintain such items in good condition and repair, failing which they may be removed by the Association at the Unit Owner's expense.

(c) *Signs.* No signs of any character shall be erected, posted or displayed from any Unit, Common Element or Limited Common Element without the prior written approval of the Board of Directors, except for such signs as may be posted by the Declarant for the promotional or marketing purposes as permitted herein or as permitted by the Condominium Documents. The Board of Directors may also erect or authorize directional and identifying sign(s) listing the name and location of each occupant of the Units.

(d) *Obstruction/Storage.* No Unit Owner shall obstruct any of the Common Elements nor shall any Unit Owner place or store anything on any of the Common Elements except those areas designated for parking by the Condominium Documents or as permitted by the Board of Directors pursuant to the Rules and Regulations.

(e) *Responsibility.* Neither the Board of Directors, the Association, any Unit Owner, nor the Declarant shall be considered a bailee of any personal property stored on the Common Elements (including vehicles parked on the Common Elements), whether or not exclusive possession of the particular area is given to a Unit Owner for storage or parking purposes. None of them shall be responsible for the security of such personal property or for any loss or damage thereto, whether or not due to negligence, except to the extent covered by insurance in excess of any applicable deductible.

**§8.8 Leasing.** A. No portion of any Unit (other than the entire Unit) shall be leased for any period. No Unit owner shall rent or lease a Unit other than in accordance with a written form of lease for a period of not less than six (6) months which contains the following provisions:

- (i) The tenant and all other occupants must comply with the Declaration, these Bylaws, and Rules and Regulations;
- (ii) The tenant failure to comply constitutes a default under the lease;
- (iii) The Board of Directors has the power to terminate the lease or to bring summary proceedings to evict the tenant in the name of the Unit owner after Thirty (30) days' prior written notice to the Unit owner, in the event of a default by the lessee in the performance of the lease, and
- (iv) In the event that the payment of Common Charges and/or Service Charges or other amounts due to the Association becomes more than 30 days past due, the Association may require the Tenant to pay directly to the Association the rent on the Unit in an amount of up to the balance of current and delinquent Common Charges and other unpaid amounts outstanding, subject to the rights of any recorded first mortgage or Eligible Mortgage Holder which has exercised an assignment of rents. The Association's notice to the Tenant shall be conclusive and binding on the Tenant as to the Tenant's obligation to pay the rent directly to the Association and as to the amount of

Common Charges and other fees due. The Unit owner shall have ten days after such notice is sent to file any objection with the Board of Directors, which objection must be in writing and signed under oath under the pains and penalties of perjury, must contain a short and plain statement of any alleged errors by the Association, and shall include copies of cancelled checks or other written evidence of objection or miscalculation of the amounts due. The Unit owner must state what amounts, if any, which the owner admits is owed to the Association.

Every lease or tenancy shall be in writing. The foregoing provisions shall be deemed to be automatically incorporated into any lease and into the terms of any tenancy or other agreement for the occupancy of a Unit.

Each Unit owner of a Unit shall, promptly following the execution of any written lease of a Unit, forward a true copy thereof to the Board of Directors.

The foregoing provisions of this paragraph shall not apply to an institutional lender in possession of a Unit as a result of foreclosure, judicial sale or a proceeding in lieu of foreclosure.

B. In the event a guest or tenant of a Unit fails to comply with the provisions of this Declaration, the Bylaws, Rules and Regulations or the lease, then, in addition to all other remedies which it may have, the Association may notify the Owner of such violation(s) and demand that the same be remedied through the Owner's efforts within a reasonable time after such notice in the judgment of the Directors.

If such violation(s) is(are) not remedied within said period, then the Owner shall thereafter, at his own cost and expense, immediately institute and diligently evict his tenant or guest on account of such violation(s). In the event the Owner fails to so act promptly, then the Board shall have the right, but not the duty, to institute and prosecute such election as attorney-in-fact for the Owners and at the Owner's sole cost and expense, including all legal fees incurred. Said costs and expenses shall be due and payable upon demand by the Association and shall be deemed to constitute a lien on the particular Unit involved, and collection thereof may be enforced by the Board of Directors in the same manner as the Board is entitled to enforce collection of Service Charges and common charge assessments.

The Declarant shall have the right to operate any Units (even if not then created as Units) owned by the Declarant as a rental property, and may establish and maintain offices, signs and other accouterments normally used in the operation of rental properties in the Declarant's discretion. Such rental operations shall be for the benefit of the Declarant; neither the Association nor any Unit Owner shall have any interest or right in the profits and losses from such operations.

**Section 8.9 Liability for Assessments, Etc.** In the transfer of a Unit, the grantee of the Unit shall be jointly and severally liable with the grantor for all unpaid Common Charges, assessments and Service Charges, penalties, fees, interest and costs of collection outstanding at the time of the grantor's transfer, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefore. However, any such grantee or proposed

purchaser under a purchase and sale contract upon written request and upon payment of such fee as may be set by the Directors may obtain a statement from the Board of Directors setting forth the amount of unpaid, assessments, and Service Charges against the Unit, and the grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for any, assessments, and Service Charges arising before the statement date in excess of the amount therein set forth.

**Section 8.10 Common Elements.** No Unit owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to his Unit without including therein the interests in Common Elements appurtenant thereto, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interest so omitted, even though the latter shall not be expressly mentioned or described therein.

## **ARTICLE 9 EASEMENTS**

**§9.1 Utilities, Pipes and Conduits.** Each Owner shall have an easement, in common with all other Unit Owners, to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Easements serving his Unit and located in any of the other Units. Each Unit shall be subject to an easement in favor of other Unit Owners to use the pipes, ducts, cables, wires, conduits, public utility lines and other Common Elements serving such other Units and located in such Unit. The Association shall have the right to grant to third parties additional permits, licenses and easements over and through the Common Elements for utilities, ways, and other purposes reasonably necessary or useful for the proper maintenance and operation of the Condominium.

**§9.2 Access.** Subject to the terms of this Declaration, the Bylaws and the Rules and Regulations, each Unit Owner shall have an easement in common with all other Unit Owners to use the Common Elements as a means of access to and from his Unit.

**§9.3 Association and Board of Directors Access.** The Association and its officers and directors and such persons as may be authorized by the Board of Directors shall have the right of access to each Unit, as provided in Section 1603-107(a) of the Condominium Act for the inspection, maintenance, repair or replacement of the Common Elements and Limited Common Elements located in the Unit or accessible from the Unit or for making any addition or improvements thereto; or to make repairs to any Unit, the Common Elements or the Limited Common Elements if such repairs are reasonably necessary for public safety or to prevent damage to any other Unit, the Common Elements or the Limited Common Elements; or to abate any violation of law, orders, rules or regulations of the Association or of any governmental authorities having jurisdiction thereof. In case of an emergency, such right of entry shall be immediate whether or not the Unit Owner is present at the time. Upon request of the Association, each Unit Owner shall provide the Association with a copy of each key to the Unit.

**§9.4 Encroachments.** Each Unit and the Common Elements are subject to an easement for structural and lateral support in favor of every other Unit. If any portion of the Common Elements or Limited Common Elements hereafter encroach upon any Unit, or if any

Unit hereafter encroaches upon any other Unit or upon any portion of the Common Elements or Limited Common Elements, as a result of settling or shifting of any building in which they are located, other than as a result of the willful or negligent act or omission of the owner of the encroaching Unit or of the Association in the case of encroachments by the Common Elements or Limited Common Elements, then a valid easement for the encroachment and for the maintenance of the same shall exist. In the event that a building is partially destroyed as a result of fire or other casualty or as a result of a taking by eminent domain or by deed in lieu of condemnation and is subsequently rebuilt, encroachments due to such rebuilding shall be permitted, and valid easements appurtenant thereto shall exist.

**§9.5 Ancillary Easements through Common Elements.** The Common Elements (including, but not limited to, the Limited Common Elements) adjacent to a Unit are subject to the following easements in favor of the adjacent Unit:

- (i) For the installation, repair, maintenance, use, removal and/or replacement of pipes, ducts, heating and air conditioning systems, electrical, cable television, telephone and other communication wiring and cables and all other utility lines and conduits which are a part of or serve any Unit and which pass across or through a portion of the Common Elements.
- (ii) For the installation, repair, maintenance, use, removal and/or replacement of lighting fixtures, electrical receptacles, panel boards and other electrical installations which are a part of or serve any Unit but which encroach into a part of a Common Elements adjacent to such Unit; provided that the installation, repair maintenance, use, removal or replacement of any part of the Common Elements shall not adversely affect either the thermal, fire safety or acoustical character of the building or impair or structurally weaken the building.
- (iii) For driving and removing nails, screws, bolts and other attachment devices into the Unit side surface of the studs which support the sheet rock or plaster perimeter walls bounding the Unit, the bottom surface of joists above the Unit and the top surface of the floor joists below the floor of a Unit to the extent such nails, screws, bolts and other attachment devices may encroach into a part of a Common Element adjacent to such Unit; provided that any such action will not unreasonably interfere with the common use of any part of the Common Elements, or adversely affect either the thermal, safety, or acoustical character of the buildings or impair or structurally weaken the buildings.

## **ARTICLE 10 RIGHTS OF MORTGAGE LENDERS ON UNITS**

**§10.1 Right to Mortgage.** Each Unit Owner shall have the right to mortgage or encumber his own respective Unit together with its appurtenant Allocated Interests. Except as provided by Section 1603-112 of the Condominium Act, a Unit Owner may not mortgage or encumber the Common Elements in any manner except as a component of the Allocated Interests appurtenant to his Unit.

**§10.2 Identification of Mortgagee.** A Unit Owner who mortgages his Unit shall notify the Board of Directors in writing of the name and address of his Mortgagee(s).

**§10.3 Mortgage Foreclosure and Dispositions.** Any holder of a first mortgage covering a Unit which obtains title to the Unit pursuant to a foreclosure or other exercise of the remedies provided in the Mortgage or through deed in lieu of foreclosure after written notice of default which deed identifies the circumstances classifying it as such a deed shall take title to the Unit with its appurtenant Allocated Interests, free of any claims for unpaid assessments for Common Expenses, Service Charges, late fees, interest and costs levied against such Unit which accrued prior to the acquisition of title to such Unit by the Mortgagee, other than the proportionate share of the Common Expenses which become due and payable from and after the date on which the Mortgagee shall acquire title to the Unit through a completed foreclosure or deed in lieu of foreclosure.

In the event the Association adopts any right of first refusal or purchase option arising in the event of the sale or transfer of a Unit, it shall not impair the right of an institutional mortgage lender to foreclose its mortgage, to accept a deed in lieu of foreclosure after written notice of default which deed identifies the circumstances classifying it as such a deed, or to dispose or lease a Unit so acquired.

**§10.4 Eligible Mortgage Holder.** "Eligible Mortgage Holder" means the holder of record of a recorded first Mortgage encumbering a Unit (a "Mortgage") which has delivered written notice to the Association, by prepaid United States Mail, return receipt requested, or by delivery in hand securing a receipt therefore, stating: (a) the name and address of the holder of the Mortgage, (2) the name and address of the owner of the Unit encumbered by such Mortgage, (3) the identifying number of such Unit, and (4) containing a statement that such Mortgage is a recorded first mortgage. The Secretary or manager of the Association shall maintain such information.

Eligible Mortgage Holders shall have all rights specified in the Condominium Act. Furthermore after the filing of the request by an Eligible Mortgage Holder, the Board shall cause notice to be sent to the Eligible Mortgage Holders (and any insurers or guarantors of such mortgages identified in the request), if any, of any one or more of the following events affecting the mortgaged Unit(s), if so requested.

- i. Default in the payment of Common Charges, Assessments, Service Charges, or other amounts due the Association which continues for Sixty (60) days or as required by the Condominium Act;
- ii. Default or violation of the Condominium Documents, or any proceedings by the Association relating thereto;
- iii. The expiration, cancellation or material modification of insurance required to be maintained under the Declaration or Bylaws of the Association;
- iv. A material amendment to the Declaration requiring the consent of Eligible Mortgage Holders;

- v. Termination of the Condominium pursuant to Section 1602-118 of the Condominium Act;
- vi. Change in the Allocated Interests of a Unit, voting rights, a change in Unit boundaries or the subdivision of a Unit;
- vii. The merger or consolidation of the Condominium with another condominium;
- viii. The conveyance or subjection to a security interest of any portion of the Common Elements; and
- ix. The lapse, cancellation or material modification of any insurance policy maintained by the Association or any use of any hazard insurance proceeds other than for repair or restoration of the Property.
- x. Such other events specified in the Condominium Act.

If in said request to the Association forwarded by an Eligible Mortgage Holder the mortgage is identified as being subject to the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Veterans' Administration, the Federal Housing Administration or other recognized institutional mortgage programs, then the Association shall maintain such hazard and other insurance policies and coverage required under said mortgage programs and identified in said notice from the institutional mortgage holder, to the extent such insurance is available to the Association.

**§10.5 Mortgagee Approval Rights.** For a material amendment to the Declaration or any of the actions specified below but subject in any event to the provisions of the Condominium Act, Eligible Mortgage Holders shall have the right but not the obligation in place of the unit owner to cast the votes allocated to that Unit or give or withhold any consent required of the Unit owner for such action by delivering written notice to the association with a copy to the unit owner prior to or at the time of the taking of the proposed action, which notice shall be sent by prepaid United States mail, return receipt requested, or by delivery in hand. Failure of the Eligible Mortgage Holder to so exercise such rights shall constitute a waiver thereof and shall not preclude the Unit owner from exercising such right. An amendment affecting any of the following is considered material:

- i. Voting rights in the Association;
- ii. Change in percentage liability for common expenses, assessment liens for common expenses, priority of assessment liens, or the subordination of assessment liens, or increases in the assessments of more than 25% over the prior year;
- iii. Reduction in reserves for maintenance, repair and replacement of Common Elements;
- iv. Responsibility for maintenance and repairs;

- v. Reallocation of pro rata interests in the Common Elements, the Limited Common Element or rights to their use;
- vi. Alteration of the definitions of the boundaries of any Unit, including the partition or subdivision of a Unit;
- vii. Convertibility of Units into Common Elements or vice versa;
- viii. Expansion or contraction of the Condominium, or the addition, annexation or withdrawal of property to or from the Condominium;
- ix. Hazard insurance or fidelity bond requirements;
- x. Imposition of any further restrictions on the leasing of Units;
- xi. Imposition of any restrictions on a Unit Owner's right to sell or transfer his or her Unit;
- xii. A decision by the Association to establish self-management after more than 50 Units have been created when professional management had been required previously by an Eligible Mortgage Holder or by the Condominium Declaration or the Bylaws;
- xiii. Restoration or repair of the Property (after damage or destruction, or partial taking by eminent domain or condemnation) in a manner other than that specified in this Declaration;
- xiv. Any action to terminate the Condominium after substantial damage destruction or condemnation occurs;
- xv. Any provisions of this Article and any other provision of this Declaration expressly benefits mortgage holders, insurers or guarantors; or
- xvi. Any provisions of this Article.

When Unit Owners are considering termination of the Condominium for reasons other than substantial damage, destruction or taking by eminent domain of the Condominium, the Eligible Mortgage Holders representing at least Sixty-Seven percent (67%) of the votes of Units subject to mortgages held by Eligible Holders must agree.

Approval shall be presumed when an Eligible Mortgage Holder is sent a written request for approval of a proposed amendment by registered or certified mail, return receipt requested, and then fails to submit a response within 60 calendar days after the notice is received.

**§10.6 Mortgagee Priority.** No provision of the Condominium Documents shall be deemed or construed to give a Unit Owner, or any other person, priority over the rights of any Eligible Mortgage Holder under its mortgage in the case of a distribution of insurance proceeds or condemnation awards for losses to or taking of Units, Common Elements, or both.

**§10.7 Records.** An Eligible Mortgage Holder may examine the books, records and accounts of the Association at reasonable times. The Association shall maintain current copies of this Declaration, the Association's articles of incorporation, Bylaws, and other Rules and Regulations concerning the Condominium as well as its own books, records, and financial statements available for inspection by Unit Owners or by any Eligible Mortgage Holder, insurers, and guarantors of first mortgages that are secured by Units available during normal business hours. Upon written request, any Eligible Mortgage Holder may obtain an audited statement of the Association's fiscal affairs prepared by an independent certified public accountant once the Condominium has been established for a full fiscal year, which preparation shall be prepared at the Eligible Mortgage Holder's expense.

## **ARTICLE 11 INSURANCE**

**§11.1 General.** No later than the date of the first conveyance of a Unit to a person other than the Declarant, the Association shall obtain and maintain as a Common Expense, the policies of insurance described below to the extent such policies shall be reasonably available. If such insurance is not maintained, then the Association shall give written notice thereof to the Unit Owners and the Eligible Mortgage Holders. To the extent that such insurance subsequently becomes unavailable, the Association shall obtain as a substitution the most comparable insurance available. The Board of Directors is hereby irrevocably appointed as attorney-in-fact for each Unit Owner and for each Mortgagee and Eligible Mortgage Holder and for each owner of any other interest in the Property, for purchasing and maintaining the insurance, for the collection and disposition of any insurance, including distribution pursuant to Section 1603-113(c) of the Condominium Act, for the negotiation of losses and execution of releases of liability, and for the execution of all documents, and performance of all other acts necessary to accomplish these purposes.

**§11.2 Property and Casualty Insurance for Units and Common Elements.** The Association shall obtain and maintain in effect insurance policy covering direct physical loss to the Property with extended coverage, vandalism, malicious mischief, windstorm, debris removal, cost of demolition and water damage endorsements, issued by an insurance company authorized to do business in the State of Maine (which company shall also meet the ratings requirements of the Federal National Mortgage Association), insuring as a single entity the entire Property including the Common Elements, the Limited Common Elements Units, and the fixtures, supplies and common personal property belonging to the Association, *excepting* the land, foundations, excavations, and other similar items customarily excluded from property insurance policies and also *excepting* furniture, furnishings or other personal property supplied or installed by Unit Owners. The policy shall cover the interests of and name as insureds the Association, the Board of Directors, and all Unit Owners and their Mortgagees as their insurable interests may appear.

Such blanket or master insurance policy shall be in an amount equal to one hundred percent (100%) of the then current full replacement cost of the insured Property (exclusive of the land, excavations, foundations and other similar items customarily excluded from such coverage), without deduction for depreciation, together with coverage for the payment of common expenses with respect to damaged Units during the period of reconstruction. Such insurance

policy may, at the option of the Board of Directors, contain such deductible as the Board of Directors shall reasonably deem appropriate but not to exceed the lesser of \$10,000 or one (1) percent of the policy's face amount. Unless otherwise established by the Board of Directors from time to time, a Unit Owner shall pay the expense of repair of damage to his Unit in the initial deductible amount of \$1,000 (as such greater amount as may be revised by the Rules and Regulations adopted by the Board of Directors from time to time) not covered by the insurance; the Association shall not be responsible for the costs of repair of damage to the Unit in the amount of the insurance deductible. Such casualty insurance policy shall also include the following provisions:

(i) The following endorsements or their equivalent: (a) "no control," meaning that coverage shall not be prejudiced by any act or neglect of any occupant or Unit Owner or their agents, when such act or neglect is not within the control of the insured, or the Unit Owners collectively, nor by any failure of the insured, or the Unit Owners collectively, to comply with any warranty or condition with regard to any portion of the Condominium over which the insured, or the Unit Owners collectively, have no control; (b) "Construction Code Endorsement" or "increased cost of construction," (c) "agreed amount" or elimination of co-insurance clause; and (d) "inflation guard," when it can be obtained.

(ii) That any "no other insurance" clause shall expressly exclude individual Unit Owners' policies from its operation, so that the physical damage policy purchased by the Board of Directors shall be deemed primary coverage and any individual Unit Owners' policies shall be deemed excess coverage, and in no event shall the insurance coverage obtained and maintained by the Board of Directors hereunder provide for or be brought into contribution with insurance purchased by individual Unit Owners or their Mortgagees;

(iii) The recognition of any Insurance Trust Agreement whereby the Board of Directors may designate in writing an Insurance Trustee to hold any insurance proceeds in trust for disbursement, as provided in Section 11.3 below; and

(iv) A standard "mortgagee clause" which shall: (a) provide that any reference to a mortgagee in such policy shall mean and include all holders of mortgages of any Unit, in their respective order and preference, whether or not named therein; (b) provide that such insurance as to the interest of any mortgagee shall not be invalidated by any act or neglect of the owners or any persons under any of them; and (c) waive any provision invalidating such mortgagee clauses by reason of the failure of any mortgagee to notify the insurer of any hazardous use or vacancy.

**§11.3 Casualty Losses, Adjustment and Payment; Insurance Trustee.** Any loss covered by the insurance policy described in Section 10.2 above shall be adjusted with the Association acting through its Board of Directors, but the insurance proceeds shall be payable to the Insurance Trustee designated for that purpose, if any, as provided in the Condominium Act and otherwise to the Association, and not to any Mortgagee. Any affected Unit Owner shall have ten (10) business days after receiving notice of the Association's proposed settlement with an insurance carrier in which to dispute the amount and terms of settlement with respect to his Unit; if the Unit owner objects then the Association may elect to assign such Unit damage claim to the objecting Unit owner and its mortgagee without further liability to the Unit Owner so that the

Association may settle the balance of the claim and fund repairs for the benefit of the non-objecting Unit Owners.

The Insurance Trustee or the Association as applicable shall hold any insurance proceeds in trust for Unit Owners, Mortgagees and other lien holders as their interests may appear. The Board of Directors shall cause the Insurance Trustee or the Association to obtain a surety bond in 100% of the amount of the insurance proceeds for the faithful performance of the duties as insurance trustee before it shall be entitled to receive such proceeds. Subject to the provisions of this Article, the Bylaws and Section 1603-113(e) of the Condominium Act, the proceeds shall be disbursed first for the repair or restoration of the damage to the Property. Unit Owners, Mortgagees and other lien holders are not entitled to receive payment of any portion of the proceeds, unless either (i) there is a surplus of proceeds after the damaged Common Elements and Units have been repaired or restored, or (ii) the decision has been made not to repair or restore the damage as provided in Section 1603-113(h) of the Condominium Act, or (iii) the Condominium is terminated in whole or part.

**§11.4 Liability Insurance.** The Board of Directors shall obtain and maintain, as a Common Expense, comprehensive general public liability insurance (including medical payments insurance) and property damage insurance in such limits as the Board may from time to time determine, insuring each Board of Directors member, the managing agent, each Unit Owner and the Declarant against any liability to the public or to the Unit Owners (and their invitees, agents and employees) covering all occurrences commonly insured against for death, bodily injury or property damage, arising out of the maintenance, ownership or use of the Common Elements, and for any legal liability resulting from suits or actions related to employment contracts to which the Association is a party. Such insurance shall be issued on a comprehensive liability basis and shall contain: (a) a cross liability endorsement, under which the rights of a named insured under the policy shall not be prejudiced with respect to his action against another named insured; (b) hired and non-owned vehicle coverage; (c) a "severability of interest" endorsement, which shall preclude the insurer from denying liability to a Unit Owner because of negligent acts of the Association or of another Unit Owner; and (d) a broad form liability extension endorsement including "personal injury," contractual liability, and other coverage commonly included in such broad form endorsement. The Board of Directors shall review such limits once each year, but in no event shall such insurance be less than one million dollars (\$1,000,000.00) covering all claims for bodily injury or property damage arising out of one occurrence.

**§11.5 Additional Required Provisions.** All insurance policies required to be carried by the Association under this Article shall in addition contain the following provisions or features:

- i. The insurer waives any right to claim by way of subrogation against the Declarant, the Association, the Board of Directors, the managing agent or the Unit Owners, and their respective agents, employees, guests and, in the case of the Unit Owners, the members of their households;
- ii. The Declarant, so long as the Declarant shall own any Unit, shall be protected by all such policies as a Unit Owner.
- iii. Each Unit Owner is an insured person under the policy with respect to liability arising out of the ownership of an undivided interest in the Common Elements or membership in the Association;

- iv. The insurer waives its right to subrogation under the policy against any Unit Owner or members of his household;
- v. No act or omission by any Unit Owner, unless acting within the scope of his authority on behalf of the Association, will void the policy or be a condition to recovery under the policy; and
- vi. If at the time of a loss under the Association's policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance.

**§11.6 Other Insurance.** The Board of Directors shall obtain and maintain as a Common Expense:

- (i) To the extent reasonably available, "directors and officers" liability insurance, to satisfy the indemnification obligations of the Association;
- (ii) Workers' compensation insurance, if and to the extent necessary to meet the requirements of law;
- (iii) Flood insurance if any or all of the Property is located in a special flood hazard area equal to the greater of 100% of the insurable value of the Property or the maximum coverage available under the appropriate national Flood Insurance Administration program. A blanket or master policy shall be obtained which includes a maximum deductible of the lesser of \$5,000 or one percent (1.00%) of the policy face amount; and
- (iv) Such other insurance as the Board of Directors may determine, as may be requested by a majority of the Unit Owners, or as may be required by Federal National Mortgage Association Guidelines (including, without limitation, fidelity bond coverage).

**§11.7 Memoranda and Cancellation.** All insurers that shall issue an insurance policy or policies under this Article shall issue certificates or memoranda of insurance to the Association, and, upon request, to any Unit Owner or Mortgagee.

All such insurers issuing the policy may not cancel (including cancellation for non-payment of premium), substantially modify, or refuse to renew such policy or policies until twenty (20) days after notice of the proposed cancellation of non-renewal has been mailed to the Association, the managing agent, each Unit Owner and each Mortgagee to whom a certificate or memorandum of insurance has been issued at their respective last known addresses.

**§11.8 Separate Insurance.** Each Unit Owner should obtain at his own expense, a personal condominium insurance policy (form type HO-6 as established by Insurance Services Office, Inc.) for damage to his Unit and personal property for his own benefit and for his personal liability as well as upon any improvements made by him to his Unit under coverage normally called "improvements and betterments coverage;" provided, however, that no Unit Owner shall be entitled to exercise his right to acquire or maintain such insurance coverage which would decrease the amount which the Association on behalf of all Unit Owners may realize under any insurance policy maintained by the Association, or to cause any insurance coverage

maintained by the Association to be brought into contribution with insurance coverage obtained by a Unit Owner. All such Unit Owner's policies shall contain waivers of subrogation in favor of the Association. The Association shall have no responsibility for ascertaining whether or not the Unit Owner maintains such insurance in effect.

Notwithstanding any other provision of this Declaration, during the period a building or other associated improvements are under construction prior to the creation of Units therein, the Declarant shall be responsible for procuring casualty insurance on the building and the proceeds of such insurance shall be the exclusive property of the Declarant and its mortgagee.

## **ARTICLE 12 DAMAGE OR DESTRUCTION.**

**§12.1 Repair.** Any portion of the Property damaged or destroyed shall be repaired or replaced promptly by the Association unless:

- i. The Condominium is terminated;
- ii. Repair or replacement would be illegal under any state or local health or safety statute or ordinance; or
- iii. One Hundred percent (100%) in interest of the Unit Owners vote not to rebuild, including every owner of a Unit or limited common area which would not be rebuilt, and including the consent of the Eligible Mortgage Holders as required herein.

The cost of repair or replacement in excess of insurance proceeds and reserves or not covered by any deductible shall be a common expense, provided that Unit Owners shall be responsible for \$1,000 of the insurance deductible for damage to their Units or such greater portion of the deductible established by the Rules and Regulations adopted from time to time by the Board of Directors.

**§12.2 Application of Insurance Proceeds.** If the entire Property is not completely repaired or replaced:

- i. the insurance proceeds attributable to the damaged Units and Common Elements shall be used to restore the damaged areas to a condition compatible with the remainder of the Condominium;
- ii. the insurance proceeds attributable to Units which are not rebuilt, including without limitation the interest in the Common Elements and in Limited Common Element, shall be distributed to such Unit Owners and their mortgagees; and
- iii. the remainder of the proceeds shall be held in trust to be distributed to the Unit Owners and their mortgagees in accordance with the Condominium Act.

Any loss covered by such insurance shall be adjusted with the Association, which shall exclusively represent all Unit Owners in any proceedings, negotiations, settlements or agreements. The insurance proceeds shall be paid to the Association as trustee for the Unit Owners and lien holders as their interests may appear. Mortgagees' liens shall transfer in order of priority to the insurance proceeds. Notwithstanding the provisions of this Section,

Article 13 of the Declaration governs the distribution of insurance proceeds if the Condominium is terminated. If the members vote not to rebuild any Unit, that Unit's percentage interest in the Common Elements shall be automatically reallocated to the then remaining Units in proportion to their percentage interests prior to the reallocation, and the Association shall promptly prepare, execute and record an amendment to the Declaration reflecting the reallocation. Unless a Unit Owner has requested and received written confirmation from both the Association and the Association's hazard insurance carrier of optional insurance coverage for the owner's permanent improvements and betterments within the Unit, the Unit Owner shall be responsible for the expense of repair or replacement.

Notwithstanding any other provision of this Declaration, during the period a building is under construction prior to its creation as a Unit and the time the Unit commences paying common charges, the Declarant shall be responsible for procuring casualty insurance on the building and the proceeds of such insurance shall be the exclusive property of the Declarant and its mortgagee.

### **ARTICLE 13 TERMINATION OF CONDOMINIUM**

**§13.1 Termination.** In accordance with Condominium Act, the Condominium may be terminated in whole or part with the agreement of the Owners of Units to which at least eighty (80) percent of the Votes in the Association are allocated, and that percentage of Eligible Mortgage Holders required herein and the Condominium Act. Termination shall not bar the subsequent resubmission of the Property to the Condominium Act.

**§13.2 Effect of Termination.** Upon removal of the Property from the Condominium Act, the Unit Owners shall hold the Property and any proceeds thereof as tenants in common in accordance with the Condominium Act and subject to the Condominium Act with any mortgages or liens affecting a Unit to attach in order of priority against the resulting interest.

### **ARTICLE 14. EMINENT DOMAIN.**

**§14.1 Acquisition of Unit(s).** If a Unit is acquired by eminent domain, to the extent the award is paid to the Association or is controlled by this Declaration or the Association, the award shall be applied to compensate the Unit Owner and his mortgagee(s), if any, for the Unit and its percentage interest in the Common Elements, whether or not any Common Elements are acquired. Upon acquisition of the Unit, its Allocated Interests shall be automatically reallocated to the remaining Units in proportion to their respective Allocated Interests before the taking, and the Association shall promptly prepare, execute, and record an instrument reflecting the reallocations.

If part of a Unit is acquired by eminent domain, to the extent the award is paid to the Association or is controlled by this Declaration or the Association, the award shall be applied to compensate the Unit Owner and his mortgagee(s), if any, for the reduction in value of the Unit and its interest in the Common Elements, whether or not any Common Elements are

acquired. Upon such acquisition, (i) that Unit's Allocated Interests shall be reduced in proportion to the reduction in the size of the Unit, and (ii) the portion of the allocated interest divested from the partially acquired Unit shall automatically be reallocated to that Unit and the remaining Units in proportion to their respective Allocated Interests, with the partially acquired Unit participating in the reallocation on the basis of its reduced Allocated Interests provided however, that each Unit shall continue to have one vote to permit equality among Units.

**§14.2 Acquisition of Common Elements.** If part of the Common Elements are acquired by eminent domain, the Association shall be entitled to payment of the award, subject, however, to the Condominium Act; generally the portion of the award attributable to the Common Elements taken shall be distributed to the Unit Owners and their mortgagee(s) in accordance with the Condominium Act, unless the Association rebuilds or acquires comparable elements. Any portion of an award attributable to the acquisition of a Limited Common Elements or as may otherwise benefit the Condominium as determined by a Court of competent jurisdiction must be equally divided among the owners of the Units to which that Limited Common Element was allocated at the time of acquisition in proportion to their interests in the Common Elements.

**§14.3 Rights of the Association and Mortgage Holders.** In the event of a proposed acquisition by eminent domain, the Association shall have the right but not the obligation to act and to intervene on behalf of Unit Owners. Nothing contained in this Declaration, the Bylaws or any rule or regulation adopted by the Association, however, shall entitle any Unit Owner or other person to priority over a first mortgagee of a Unit pursuant to its mortgage instrument in the right to receive eminent domain awards for the taking of Units and/or Common Elements.

## **ARTICLE 15 AMENDMENTS**

**§15.1 General.** Certain amendments to this Declaration may be made unilaterally by the Declarant in accordance with this Declaration and the Condominium Act. In addition, certain amendments may be unilaterally executed and recorded by the Association as described in Condominium Act Sections 1601-107, Eminent Domain, 1602-108(c), Allocation of Limited Common Elements, 1602-112(a), Relocation of Boundaries Between Adjoining Units, 1602-113, Subdivision of Units and 1602-117(a), Amendment of Declaration, and certain amendments to this Declaration may be made by certain U in Sections 1602-108(b), Reallocation of Limited Common Elements, 1602-112(a), Relocation of Boundaries Between Adjoining Units, 1602-113(b), Subdivision of Units, or 1602-118(b) of the Condominium Act.

Otherwise subject to the other provisions of this Declaration and of the Condominium Act, the Declaration and the accompanying Plats and the Plans may be amended as follows:

- (a) *Before Any Conveyance.* Prior to the conveyance of any Unit by the Declarant to a third party purchaser (other than as security for an obligation), the Declarant shall have the right to unilaterally amend and re-amend this Declaration in any manner that the Declarant may deem appropriate.

(b) *After First Conveyance.* After the first conveyance of Unit by a Declarant to a third party purchaser, the terms of the following procedures shall apply to an amendment of this Declaration:

- (i) *Development and Special Declarant Rights.* Notwithstanding any other provision of this Declaration, the Declarant acting unilaterally may record amendments to this Declaration which result from the exercise of Development and Special Declarant Rights pursuant to this Declaration and/or the Act.
- (ii) *Proposal and Notice.* An amendment to the Declaration may be proposed by either the Board of Directors or by Unit Owners holding at least twenty (20) percent of the votes in the Association. Notice of the subject matter of a proposed amendment, including the proposed text thereof, shall be included in the notice of any meeting in which a proposed amendment is to be considered, and such notice shall be given to all Unit Owners and all eligible Mortgage Holders.
- (ii) *Approval.* The amendment shall be adopted if it receives the affirmative vote or written consent of Sixty-Seven percent (67%) or more of the total percentage in interest of all votes in the Association in all cases and such Eligible Mortgage Holders as may be required herein. Unit Owners and mortgagees may express their approval in writing or by proxy. Provided however that no amendment may change the uses to which a Unit may be put without the unanimous consent of the owners of Units affected. Except as specifically provided to the contrary in this Declaration or the Act, no amendment may alter the boundaries of a Unit or the Allocated Interests allocated to a Unit without the unanimous consent of all affected owners.
- (iii) *By Written Agreement.* In the alternative, an amendment may be made by an agreement signed by the record Owners of Units to which are allocated one hundred percent (100%) of the Units in the manner required for the execution of a deed and acknowledged by at least one of them, together with any required approval by Eligible Mortgage Holders, and such amendment shall be effective when certified and recorded as provided below.

**§15.2 Proviso; Consent of Declarant.** No amendment of this Declaration shall make any change which would in any way affect any of the rights, privileges, powers and options of the Declarant, its successors or assigns, unless the Declarant shall approve such amendment.

**§15.3 Notice, Execution and Recording.** After each amendment to this Declaration adopted by the Association pursuant to this Article has been recorded, notice thereof shall be sent to all Unit Owners and to all Eligible Mortgage Holders, but failure to send such notices shall not affect the validity of such amendment. A certificate of each such amendment shall be executed and acknowledged by such officer(s) or director(s) of the Association designated for that purpose by the Bylaws. The amendment shall be effective when such certificate and copy of the Amendment are recorded.

**§15.4 Notice and Challenge.** No action to challenge the validity of an amendment to this Declaration adopted by the Association may be brought more than one (1) year after such amendment is recorded.

## **ARTICLE 16 GENERAL PROVISIONS**

**§16.1 Enforcement.** The failure to comply with the terms of this Declaration, the Bylaws and the Rules and Regulations adopted pursuant thereto shall entitle the Association to (a) take court action, including without limitation suit for injunctive relief, and/or (b) take such further action as permitted under the Bylaws, and/or (c) enter the Unit or Common Elements in which such violation or breach exists and summarily to abate and cure the violation at the expense of the defaulting Unit Owner, and the Board of Directors shall not be deemed guilty in any manner of trespass when enforcing these terms. The exercise of any one remedy shall not preclude the exercise of other remedies provided by law, the Condominium Act, this Declaration or in the Bylaws. In any such enforcement action or proceeding the Association shall be entitled to recover the costs of the proceeding, including reasonable attorney's fees and costs, with interest.

The failure of the Board of Directors to enforce any covenant, restriction or other provision of the Condominium Act, the Bylaws or the Rules and Regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

**§16.2 Units Not Yet Separately Assessed.** In the event that for any year real estate taxes are not separately taxed and assessed to each separate Unit Owner but are taxed on the Property as a whole, then each Unit Owner shall pay his proportionate share thereof in accordance with his respective Common Expense Liabilities.

**§16.3 Conflict.** If any provision of this Declaration, the Bylaws or the Rules and Regulations conflicts with any applicable laws, including, but not limited to, the Condominium Act, then the laws shall be deemed controlling; but the validity of the remainder of this Declaration, the Bylaws and Rules and Regulations, and the application of any such provision, section, clause, phrase, or word in other circumstances shall not be affected thereby.

**§16.4 Severability.** The invalidity of any provision of this Declaration shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration, and in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

**§16.5 Waiver.** No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches which may occur.

**§16.6 Captions.** The headings in this Declaration are for purposes of reference only, and shall not limit or otherwise affect the meaning hereof. The table of contents is attached to this Declaration for purposes of reference and convenience only, and shall neither limit nor otherwise affect the meaning of this Declaration. References in this Declaration to Articles, and Schedules

without references to the document in which they are contained are references to this Declaration. Schedules are attached to and incorporated by reference into this Declaration.

**§16.7 Gender, Number, Etc.** The use of the singular number in this Declaration shall be deemed to include the plural, the plural the singular, and the use of any one gender shall be deemed applicable to all genders.

**§16.8 Power to Interpret.** Any dispute or disagreement with any person other than the Declarant with respect to interpretation or application of this Declaration or the Bylaws or the Rules and Regulations shall be determined by the Board of Directors, which determination shall be final and binding on all parties.

**§16.9 Disputes with Declarant and Arbitration.** In any dispute between one or more Unit Owners and the Declarant regarding the Common Elements, the Board of Directors shall act for the Unit Owners, and any agreement with respect thereto by the Board of Directors shall be conclusive and binding upon the Unit Owners.

All claims, disputes and other matters in question between the Declarant, on the one hand, and the Association or any Unit Owner(s), on the other hand, arising out of or relating to a Unit, the Common Elements, the Limited Common Elements, this Declaration, the Bylaws, the Rules and Regulations, or the deed to any Unit or the breach thereof, or the course of dealing between any Unit Owner, the Association and the Declarant, except for claims which have been waived by the acceptance of a deed, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise in writing. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance applicable law in any court having jurisdiction thereof.

## ARTICLE 17 NOTICES

### §17.1 Notices.

(a) *To Unit Owners.* All notices, demands, bills and statements or other communications affecting the Condominium shall be given to Unit Owners by the Association in writing and shall be delivered in hand, delivered to the Unit, or sent by United States mail, postage prepaid. If such notification is of a default or lien, then it shall be sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the Unit Owner at the address which the Unit Owner shall designate in writing and file with the Secretary of the Association, or if no such address is so designated, the address of the Unit of such Unit Owner who is the record owner thereof.

(b) *Notice to the Association.* All notices, demands, statements or other communications affecting the condominium given by the Unit Owners to the Association shall be in writing, and shall be deemed to be delivered personally, securing a written receipt therefore, or sent by United States mail, postage prepaid, return receipt requested, addressed to the Association at the

principal office of the managing agent, if any, and to the secretary of the Association at the Secretary's address.

(c) *Notice to Eligible Mortgage Holder.* All notices, demands, statements or other communications affecting the Condominium given by the Association to any Eligible Mortgage Holder shall be in writing and shall be delivered personally, securing a written receipt, or sent by United States mail, postage prepaid, addressed to the Eligible Mortgage Holder at the address identified pursuant to the notice given to the Association when it became an Eligible Mortgage Holder.

WITNESS its hand and seal as of \_\_\_\_\_, 2007.

**HRC-VILLAGE AT LITTLE FALLS, LLC**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
\_\_\_\_\_, its Manager

STATE OF MAINE

Cumberland, ss

\_\_\_\_\_, 2007

Personally appeared the above-named \_\_\_\_\_ in her said capacity and acknowledged the foregoing Declaration to be his free act and deed, and the free act and deed of said limited liability company, before me,

\_\_\_\_\_  
Name: \_\_\_\_\_  
Attorney at Law/Notary Public

- Exhibit A     Legal Description of Land
- Exhibit B     Condominium Plat
- Exhibit C     Condominium Floor Plans
- Exhibit D     Allocated Interests
- Exhibit E     Condominium Association Bylaws

DECLAR SMITH FARM.DOC  
8/27/2007 4:23/2007

**Exhibit A**  
**Legal Description of the Land**

A certain lot or parcel of land located on the easterly side of Depot Street in the Town of Windham, County of Cumberland and State of Maine, being more particularly bounded and described as follows:

DECLAR SMITH FARM.DOC  
8/27/2010 13:23:38

Exhibit B      Condominium Plat

Exhibit C      Condominium Floor Plans

**Exhibit D      Allocated Interests**

<u>Unit #</u>	<u># Votes</u>	<u>% Interest in Common Elements</u>	<u>% Common Expense Liability</u>
-----	1	100%	100%
<b>Total</b>	<b>1</b>	<b>100%</b>	<b>100%</b>

Note: The percentage of each Unit's Common Element Interest and Common Expense Liability is allocated by a formula set forth in Section 3.4 of the Declaration.

Each Unit shall each have one vote in the Association on a formula of one vote per Unit to permit equality among Units.

DECLAR SMITH FARM.DOC  
8/27/2007 3:23:29PM

Exhibit E Condominium Association Bylaws

VILLAGE AT LITTLE FALLS.DOC  
8/27/2007 3:23/3007



## **Exhibit 18 - Amendment**

### **COMMUNITY FACILITIES IMPACT**

Construction will commence upon receipt of all necessary permits and approvals, and has an anticipated start date of October 2007. The project will be constructed in a three-year build out process. However, some construction activities must be completed prior to the sale of any condominium unit. These items include the removal of the mill, shore restoration, sewer pump station installation, sewer upgrade along Depot Street, and stormwater treatment/detention systems. In addition, the portion of the sewer, water, gas, power, and stormwater lines that service the unit must be installed prior to sale.

Public sewer and water will service the development. Exhibit 10 includes correspondence with the Portland Water District (PWD). The water district is currently upgrading the sewer system in the South Windham area. These improvements include upgrades along Depot Street and the replacement of two pump stations with a single new pump station to be located on the Village at Little Falls' site. After these upgrades are completed, the Portland Water District will have adequate capacity to treat and convey the wastewater from the development. No upgrades to the existing water system are required. The Portland Water District currently has an adequate capacity of water to service the development.

Furthermore, the development will not increase stormwater discharge into the public stormwater system. The stormwater will be collected in the proposed catchbasin system and discharge directly into the Presumpscot River after treatment. The increase in site runoff is not anticipated to increase peak flow rates of the Presumpscot River.

The project will have minimal impact on the community facilities and services. The development will be serviced by private streets, and thus will not require town maintenance or public snow removal. The maintenance of Village at Little Falls street network will be the responsibility of the condominium owner's association. In 2004, VLF, LLC commissioned a study to examine the impact of a residential development on school enrollment for the Town of Windham. The conclusion of the study indicated that 0.10 student increase would be realized for every condominium unit constructed. Therefore, this development will likely increase student enrollment by 8 students. See attached April 9, 2007 memorandum on "Effect of Housing Development in Windham on School Enrollment".

The abandoned mill is a hazard to public safety. The abandoned mill attracts vandals to the area. Recently, arson fires have been set on the property. By removing the mill and developing the site, the project will be removing a burden from the local police and fire departments.

The applicant has also conducted a Phase II Archeological Survey of the area in order to identify any potential impact to historic sites. The survey concluded that no known archaeological site will be affected by the project. This survey has been reviewed and approved by the Maine Historic Preservation Commission (MHPC). Please refer to Exhibit 20 of the Final Subdivision Application for a copy of the approval from MHPC.

**VIL\_RESP02756**

# Memo

**To:** Renee Lewis  
**From:** Celia Dieterich  
**Date:** April 9, 2007  
**Re:** Effect of Housing Development in Windham on School Enrollment

---

In the Spring of 2004, a study was commissioned by the developers of the Keddy Mill project to study the impact of residential development on school enrollment for the town of Windham. The data indicates that for every single-family house start, the school system will experience an increase of .37 students and for every condominium unit start, a .10 increase in student enrollment.

The analysis is based on single-family subdivisions (3+ houses) and condominium development approved over the 5 year period from 1998-2002<sup>1</sup>. The information was obtained by reviewing the minutes from the Windham Planning Board meetings. Once the map and lot numbers were obtained from the meeting minutes, tax maps were used to obtain street addresses for the approved projects.

The school system supplied a list of all students in the Primary School, Manchester School, Middle School and High School. To ensure anonymity, the information did not contain student names but only student addresses. This list was then manually cross-referenced against the approved residential projects to determine how many students from the projects were enrolled in the school system. The student impact rates were calculated by dividing the total number of students from the new developments by the total number of houses or units developed.

The following table summarizes the projects used in the analysis and the number of students that reside in each development.

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<sup>1</sup> Not all approved projects were built and therefore were not included in the analysis

Year	Project Name	Street Number	Street Name	Total Students	Total Students (S. F. Homes)	Total Students (Condo)	Total Occupied Housing Units	Total Occupied Condo Units
1998	Phinney Subdivision	5,8,11	Tracy Way	-	-	-	3	-
1998	Damian's Place	3,4	Sasha Lane	2	2	-	2	-
1998	Damian's Place	4	Mabel Jean Drive	1	1	-	1	-
1998	James Skvorak	11,27	Fertile Valley Lane	-	-	-	2	-
1998	James Skvorak	16	Belanger Ave.	2	2	-	1	-
1998	Oak Knolls	16-33	Callaway Pvt.	5	-	5	-	16
prelim	King's Lane Opoe Rd. Subdiv	15,16,19,20,23,24,27,28,31,32,35,36	King's Lane	-	-	-	2	-
1998	Oak Hollow	104,108,112	Falmouth Road	-	-	-	7	-
1998	Oak Hollow	224,218,210	Albion Road	4	4	-	3	-
1998	Oak Hollow	7	Orion Way	-	-	-	1	-
1999	Vanessa Place Subdivision	3,10,15,27,28,31	Vanessa Drive	3	3	-	6	-
1999	Pope Road Subdivision	2,8,9	King's Lane	1	1	-	3	-
2000	Winchester Estates			-	-	-	-	-
2000	Brookside II	51-74	Provost Drive	4	-	4	-	24
2000	Brookside II	18,24,26,28,29,30	Cornerbrook Circle	-	-	-	6	-
2000	Brookside II	49,50	Provost Drive	2	2	-	2	-
2000	Westside II Sub	4,7,11,12,15	Goldfinch Drive	3	3	-	5	-
2000	Westside II Sub	4,5,11,12	Swallow	-	-	-	4	-
2001	Cornerbrook Condos	1-6	Paxton Way	-	-	-	-	6
2001	Cornerbrook Condos	1-6	Searsport Way	-	-	-	-	6
2001	Cornerbrook Condos	1-6	Naumbug Way	-	-	-	-	6
2001	Cornerbrook Condos	1-6	Rumney Way	-	-	-	-	6
2001	Cornerbrook Condos	1-6	Melrose Way	1	-	1	-	6
2001	Cornerbrook Condos	1-6	Scantic Way	-	-	-	-	6
2001	Cornerbrook Condos	10-21	Quartz Circle	-	-	-	-	12
2001	Elderberry Woods	8,12,15,16,20,22,23,27,33,38,39	Elderberry Lane	2	2	-	11	-
2001	Livrite Division	8,12,15	Livrite Way	1	1	-	2	-
2002	Summer's Landing	4-14	Florida Drive	-	-	-	-	8
2002	Rainbow Glen	5,8,10,12,14,16	Rainbow Drive	1	1	-	6	-
2002	Rainbow Glen	2,5	Pot of Gold	2	2	-	2	-
2002	Rivers Edge Farm	2-29	Victoria Lane	4	4	-	7	-
Totals					28	10	76	96

VIL\_RESP02758



**Exhibit 19 Appendix G – Amendment**

**TRAFFIC REPORT**

Upon review of the Village at Little Falls traffic report, Gorrill-Palmer Consulting Engineers requested updated traffic accident data for the River Road/ Depot Road/ Chute Road intersection in order to determine if left hand turn treatment is warranted. This information is presented in the attached report from William Bray PE dated August 11, 2007. Gorrill-Palmer has reviewed this report and has agreed that a left turn lane is not warranted in the attached letter dated August 15, 2007.

*William J. Bray, P.E.*

AUG 14 2007

235 Bancroft Street  
Portland, Maine 04102  
Phone (207) 774-3603  
[wbray@yorkmaine.org](mailto:wbray@yorkmaine.org)

August 11, 2007

Lee Allen, P.E.  
Northeast Civil Solutions, Inc.  
153 US Route 1  
Scarborough, ME 04074

RE: Village at Little Falls Response to Peer Review Comments Dated August 3, 2007

Dear Lee:

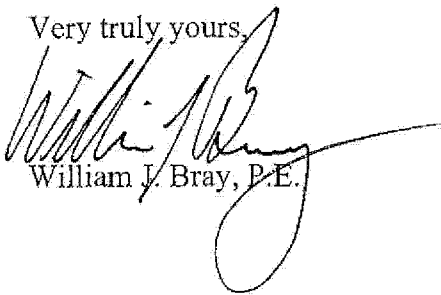
Gorrill-Palmer, Inc.'s latest letter requests that the traffic accident data for the River Road/Depot Road/Chute Road intersection be updated to reflect MDOT's most recent three-year information. Their letter further states, *"The final judgment on the need for a turn lane cannot be made until the data is obtained. If the crashes at the intersection are due to left turning traffic, then a turn lane or paved shoulder at a minimum would likely be needed."*

Please find attached MDOT's latest three-year (2004 through 2006) report for the intersection. MDOT's report reflects a very positive reduction in the number of reported crashes at the intersection. A total of four crashes were reported at the intersection between 2002 and 2004 and the latest data reports a single collision occurring at the intersection. A copy of the single crash report as requested is also attached for informational purposes.

It would continue to be my professional opinion that a separate left-turn lane is not warranted or appropriate based upon projected post-development conditions.

If you have any questions please call me at 363-1011.

Very truly yours,



William J. Bray, P.E.

**VIL\_RESP02761**

PAGE 1

AUG 8, 2007 AT 10:24

TINACC30

MAINE DEPARTMENT OF TRANSPORTATION  
TRAFFIC ENGINEERING, ACCIDENT RECORDS SECTION

ACCIDENT SUMMARY INPUT

TYPE OF STUDY: NODES ONLY      TYPE OF REQUEST: ACCIDENT I & II WITHOUT LINK DETAIL  
STUDY PERIOD: FROM MONTH 01 YEAR 2004 TO MONTH 12 YEAR 2006

INPUT COMMENTS:

REQUEST: INT OF RIVER RD - DEPOT RD - CHUTE RD  
TOWN: WINDHAM

INPUT DATA

ROUTE	COUNTY	FIRST NODE	EXCLUDE FIRST	DISTANCE	SECOND NODE	LAST NODE	EXCLUDE LAST	DISTANCE
00711	05	06377	0	0.00				0.00

VIL\_RESP02762

TINACC30

MAINE DEPARTMENT OF TRANSPORTATION  
TRAFFIC ENGINEERING, ACCIDENT RECORDS SECTION

## ACCIDENT SUMMARY I

COUNTY	LOW	HIGH	STREET NAME	U/R	TOTAL	LINK	INJURY	ACCIDENTS	PERCENT	ANNUAL	HM	ANNUAL	M	ACCIDENT-RATES	CRITI	CRF		
TOWN#	MODE	MODE	OR ROUTE #		ACCTS	LENGTH	K	A	B	C	PD	INJURY	VEH-MILES	ENT-VEHS	LINK	NODE	RATE	
05		D6377	WIN, RIVER, CHUTE RD.	1	1		0	0	0	0	1	0.0		3.624		0.09	0.34	0.00
			NODE SUBTOTALS-		1		0	0	0	0	1	0.0		3.624		0.09	0.34	0.00
			GRAND TOTALS-		1	0.00	0	0	0	0	1	0.0	0.00000	3.624	0.09		0.34	0.26

VIL\_RESP02763

TINACC30

MAINE DEPARTMENT OF TRANSPORTATION  
TRAFFIC ENGINEERING, ACCIDENT RECORDS SECTION

## ACCIDENT SUMMARY II - CHARACTERISTICS

		---A M---										H O U R O F D A Y												---P M---											
DAY OF WEEK	* *	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	UNKNOWN	TOTAL								
SUNDAY		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	S							
MONDAY		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	M							
TUESDAY		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	T							
WEDNESDAY		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	W							
THURSDAY		1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	T							
FRIDAY		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	F							
SATURDAY		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	S							
UNKNOWN		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	U							
TOTAL		1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	T							

		YEAR							
* *	TOTAL	2004	2005	2006	TYPE OF UNIT				
JANUARY	0	0	0	0	01-2 DOOR	1	10-BOBTAIL	0	
FEBRUARY	0	0	0	0	02-4 DOOR	0	20-2ADT	0	
MARCH	0	0	0	0	03-CONVERTBLE	0	30-3ASU	0	
APRIL	1	1	0	0	04-STAT WGN	0	40-4ASU	0	
MAY	0	0	0	0	05-VAN/CAMPER	0	21-2ASA	0	
JUNE	0	0	0	0	06-PICKUP TRK	0	22-2ATA	0	
JULY	0	0	0	0	12-SCHOOL BUS	0	31-3ASA	0	
AUGUST	0	0	0	0	13-MOTOR HOME	0	32-3ATA	0	
SEPTEMBER	0	0	0	0	14-MOTORCYCLE	0	33-3ATR	0	
OCTOBER	0	0	0	0	15-MOPED	0	42-4ATA	0	
NOVEMBER	0	0	0	0	16-MOTOR BIKE	0	25-2AT1A2ATR	0	
DECEMBER	0	0	0	0	17-BICYCLE	0	35-3AT1A2ATR	0	
UNKNOWN	0	0	0	0	18-SNOWMOBILE	0	36-3AT2A2ATR	0	
					19-PEDESTRIAN	0	50-OTHER	0	
TOTAL	1	1	0	0	23-ATV	0	81-2AX CM BUS	0	
					07-SUV	0	82-3AX CM BUS	0	
					99-UNK/OTH	0	98-FARM/TRAC	0	
					TOTAL		1		

VIL\_RESP02764

TINACC30

MAINE DEPARTMENT OF TRANSPORTATION  
TRAFFIC ENGINEERING, ACCIDENT RECORDS SECTION

## ACCIDENT SUMMARY II - CHARACTERISTICS

ACCIDENT TYPE	* *	ST ROAD	CURV ROAD	TYPE OF LOCATION					DRIVE WAYS	BRIDGE	INTER CHANGE	UN KNOWN	TOTAL	INJURY DATA		
				**AT 3-LEG	INTERSECTION** 4-LEG	5-LEG	SEV CODE	INJURY ACCIDENTS						NUMBER OF INJURIES		
OBJECT IN ROAD		0	0	0	0	0	0	0	0	0	0	0	0	K	0	0
REAR END/SIDESWIPE		0	0	0	0	0	0	0	0	0	0	0	0	A	0	0
HEAD-ON/SIDESWIPE		0	0	0	0	0	0	0	0	0	0	0	0	B	0	0
INTERSECTION MOVEMENT		0	0	0	0	0	0	0	0	0	0	0	0	C	0	0
PEDESTRIANS		0	0	0	0	0	0	0	0	0	0	0	0			
TRAIN		0	0	0	0	0	0	0	0	0	0	0	0	PD	1	
RAN OFF ROAD		0	0	0	1	0	0	0	0	0	0	1				
ANIMAL		0	0	0	0	0	0	0	0	0	0	0	0	TOTAL	1	0
DEER		0	0	0	0	0	0	0	0	0	0	0	0			
MOOSE		0	0	0	0	0	0	0	0	0	0	0	0			
BEAR		0	0	0	0	0	0	0	0	0	0	0	0			
SLED/BIKE		0	0	0	0	0	0	0	0	0	0	0	0			
OTHER		0	0	0	0	0	0	0	0	0	0	0	0			
NON COLLISION		0	0	0	0	0	0	0	0	0	0	0	0			
UNKNOWN		0	0	0	0	0	0	0	0	0	0	0	0			
TOTAL		0	0	0	1	0	0	0	0	0	0	1				

## FIXED OBJECT STRUCK

CONSTRUCTION BARRICADES	0
TRAFFIC SIGNAL	0
R/R CROSSING	0
LIGHT POLE	0
UTILITY POLE	0
SIGN POST	0
MAIL BOXES	0
OTHER POLES/POSTS	0
FIRE PLUG/PARK METER	0
TREE/SHRUBBERY	0
CRASH CUSHION	0
MEDIAN SAFETY BARRIER	0
BRIDGE PIERS	0
OTHER GUARDRAILS	0
FENCING NOT BARRIER	0
CULVERT HEADWALL	0
EMBANKMENT/DITCH	1
BUILDING WALL	0
ROCK OUTCROPPING/LEDGE	0
OTHER	0
UNKNOWN	0
TOTAL	1

## TRAFFIC CONTROL DEVICES

TRAFFIC SIG STOP/GO	0
TRAFFIC SIG FLASHING	0
OVERHEAD FLASHERS	0
ALL WAY STOP	0
STOP SIGN/OTHER	0
YIELD SIGN	0
CURVE SIGN	0
OFFICER /SCHOOL PAT	0
SCHOOL BUS STOP ARM	0
SCHOOL ZONE SIGN	0
R/R CROSSING DEVICE	0
NO PASSING ZONE	0
NONE	1
OTHER	0
UNKNOWN	0
TOTAL	1

## ROAD CHARACTER

LEVEL STRAIGHT	1
LEVEL CURVED	0
ON GRADE STRAIGHT	0
ON GRADE CURVED	0
TOP OF HILL STRAIGHT	0
TOP OF HILL CURVED	0
BOTTOM OF HILL STRAIGHT	0
BOTTOM OF HILL CURVED	0
UNKNOWN	0
TOTAL	1

VIL\_RESP02765

AUG 8, 2007 AT 10:24

TINACC30

MAINE DEPARTMENT OF TRANSPORTATION  
TRAFFIC ENGINEERING, ACCIDENT RECORDS SECTION

## ACCIDENT SUMMARY II - CHARACTERISTICS

APPARENT CONTRIBUTING FACTOR *	DR 1	DR 2	DR 3	DR 4	DR 5	OTHER	TOTAL
HUMAN FACTORS							
NO INPROPER DRIVING	0	0	0	0	0	0	0
FAIL TO YIELD R-WAY	0	0	0	0	0	0	0
ILLEGAL UNSAFE SPEED	1	0	0	0	0	0	1
FOLLOW TOO CLOSE	0	0	0	0	0	0	0
DISREGARD TRAF CONTROL	0	0	0	0	0	0	0
DRIVING LEFT OF CENTER	0	0	0	0	0	0	0
IMPROPER PASSING	0	0	0	0	0	0	0
IMPROPER LANE CHANGE	0	0	0	0	0	0	0
IMPROPER START/STOP	0	0	0	0	0	0	0
IMPROPER TURN	0	0	0	0	0	0	0
UNSAFE BACKING	0	0	0	0	0	0	0
NO PROPER SIGNAL	0	0	0	0	0	0	0
IMPEDING TRAFFIC	0	0	0	0	0	0	0
DRIVER INATTENTION	0	0	0	0	0	0	0
DRIVER INEXPERIENCE	0	0	0	0	0	0	0
PEDESTRIAN VIOLATION	0	0	0	0	0	0	0
PHYSICAL IMPAIRMENT	0	0	0	0	0	0	0
VISION OBSCURED GLASS	0	0	0	0	0	0	0
VISION OBSCURED LIGHT	0	0	0	0	0	0	0
VISION OBSCURED OTHER	0	0	0	0	0	0	0
OTHER HUMAN FACTOR	0	0	0	0	0	0	0
HIT & RUN	0	0	0	0	0	0	0
VEHICULAR FACTORS							
DEFECTIVE BRAKES	0	0	0	0	0	0	0
DEFECTIVE TIRE	0	0	0	0	0	0	0
DEFECTIVE LIGHTS	0	0	0	0	0	0	0
DEFECTIVE SUSPENSION	0	0	0	0	0	0	0
DEFECTIVE STEERING	0	0	0	0	0	0	0
OTHER VEHICLE DEFECT	0	0	0	0	0	0	0
UNKNOWN	0	0	0	0	0	0	0
TOTAL	1	0	0	0	0	0	1

APPARENT PHYSICAL CONDITION *	DR 1	DR 2	DR 3	DR 4	DR 5	OTHER	TOTAL
NORMAL	0	0	0	0	0	0	0
UNDER THE INFLUENCE	0	0	0	0	0	0	0
DRINKING	0	0	0	0	0	0	0
USING DRUGS	0	0	0	0	0	0	0
ASLEEP	0	0	0	0	0	0	0
FATIGUED	0	0	0	0	0	0	0
ILL	0	0	0	0	0	0	0
HANDICAPPED	0	0	0	0	0	0	0
OTHER/UNKNOWN	1	0	0	0	0	0	1
TOTAL	1	0	0	0	0	0	1

AGE	* DRIVER	BIKE	SNOW SLED	PED	ATV	TOTAL
9-UNDER	0	0	0	0	0	0
10-14	0	0	0	0	0	0
15-19	0	0	0	0	0	0
20-24	0	0	0	0	0	0
25-29	0	0	0	0	0	0
30-39	0	0	0	0	0	0
40-49	1	0	0	0	0	1
50-59	0	0	0	0	0	0
60-69	0	0	0	0	0	0
70-79	0	0	0	0	0	0
80-OVER	0	0	0	0	0	0
UNKNOWN	0	0	0	0	0	0
TOTAL	1	0	0	0	0	1

VIL\_RESP02766

TIMACC30

MAINE DEPARTMENT OF TRANSPORTATION  
TRAFFIC ENGINEERING, ACCIDENT RECORDS SECTION

## ACCIDENT SUMMARY II - CHARACTERISTICS

WEATHER	LIGHT CONDITION	*	R O A D S U R F A C E										TOTAL	*	LIGHT	
			DRY	WET	SNOW SAND	ICE SAND	MUD	DEBRIS	OIL	SNOW	ICE	OTHER				
CLEAR ( 1)	DAWN	*	1	0	0	0	0	0	0	0	0	0	1	*	DAWN	1
	DAYLIGHT	*	0	0	0	0	0	0	0	0	0	0	0	*	DAYLIGHT	0
	DUSK	*	0	0	0	0	0	0	0	0	0	0	0	*	DUSK	0
	DARK-LIGHTS	*	0	0	0	0	0	0	0	0	0	0	0	*	DARK-LIGHTS	0
	DARK NO LIGHTS	*	0	0	0	0	0	0	0	0	0	0	0	*	DARK NO LIGHTS	0
	DARK LIGHTS OFF	*	0	0	0	0	0	0	0	0	0	0	0	*	DARK LIGHTS OFF	0
	OTHER	*	0	0	0	0	0	0	0	0	0	0	0	*	OTHER	0
	UNKNOWN	*	0	0	0	0	0	0	0	0	0	0	0	*	UNKNOWN	0
RAIN ( 0)	DAWN	*	0	0	0	0	0	0	0	0	0	0	0	*	TOTAL	1
	DAYLIGHT	*	0	0	0	0	0	0	0	0	0	0	0	*		
	DUSK	*	0	0	0	0	0	0	0	0	0	0	0	*		
	DARK-LIGHTS	*	0	0	0	0	0	0	0	0	0	0	0	*		
	DARK NO LIGHTS	*	0	0	0	0	0	0	0	0	0	0	0	*		
	DARK LIGHTS OFF	*	0	0	0	0	0	0	0	0	0	0	0	*		
	OTHER	*	0	0	0	0	0	0	0	0	0	0	0	*		
	UNKNOWN	*	0	0	0	0	0	0	0	0	0	0	0	*		
SNOW ( 0)	DAWN	*	0	0	0	0	0	0	0	0	0	0	0	*	TOTAL	1
	DAYLIGHT	*	0	0	0	0	0	0	0	0	0	0	0	*		
	DUSK	*	0	0	0	0	0	0	0	0	0	0	0	*		
	DARK-LIGHTS	*	0	0	0	0	0	0	0	0	0	0	0	*		
	DARK NO LIGHTS	*	0	0	0	0	0	0	0	0	0	0	0	*		
	DARK LIGHTS OFF	*	0	0	0	0	0	0	0	0	0	0	0	*		
	OTHER	*	0	0	0	0	0	0	0	0	0	0	0	*		
	UNKNOWN	*	0	0	0	0	0	0	0	0	0	0	0	*		
SLEET/HAIL ( 0)	DAWN	*	0	0	0	0	0	0	0	0	0	0	0	*	TOTAL	1
	DAYLIGHT	*	0	0	0	0	0	0	0	0	0	0	0	*		
	DUSK	*	0	0	0	0	0	0	0	0	0	0	0	*		
	DARK-LIGHTS	*	0	0	0	0	0	0	0	0	0	0	0	*		
	DARK NO LIGHTS	*	0	0	0	0	0	0	0	0	0	0	0	*		
	DARK LIGHTS OFF	*	0	0	0	0	0	0	0	0	0	0	0	*		
	OTHER	*	0	0	0	0	0	0	0	0	0	0	0	*		
	UNKNOWN	*	0	0	0	0	0	0	0	0	0	0	0	*		
FOG/SMOG ( 0)	DAWN	*	0	0	0	0	0	0	0	0	0	0	0	*	TOTAL	1
	DAYLIGHT	*	0	0	0	0	0	0	0	0	0	0	0	*		
	DUSK	*	0	0	0	0	0	0	0	0	0	0	0	*		
	DARK-LIGHTS	*	0	0	0	0	0	0	0	0	0	0	0	*		
	DARK NO LIGHTS	*	0	0	0	0	0	0	0	0	0	0	0	*		
	DARK LIGHTS OFF	*	0	0	0	0	0	0	0	0	0	0	0	*		
	OTHER	*	0	0	0	0	0	0	0	0	0	0	0	*		
	UNKNOWN	*	0	0	0	0	0	0	0	0	0	0	0	*		

VIL\_RESP02767

TINACC30

MAINE DEPARTMENT OF TRANSPORTATION  
TRAFFIC ENGINEERING, ACCIDENT RECORDS SECTION

## ACCIDENT SUMMARY II - CHARACTERISTICS

WEATHER	LIGHT * CONDITION *	R O A D S U R F A C E										TOTAL
		DRY	WET	SNOW SAND	ICE SAND	MUD	DEBRIS	OIL	SNOW	ICE	OTHER	
CROSS WINDS ( 0 )	DAWN	0	0	0	0	0	0	0	0	0	0	0
	DAYLIGHT	0	0	0	0	0	0	0	0	0	0	0
	DUSK	0	0	0	0	0	0	0	0	0	0	0
	DARK-LIGHTS	0	0	0	0	0	0	0	0	0	0	0
	DARK NO LIGHTS	0	0	0	0	0	0	0	0	0	0	0
	DARK LIGHTS OFF	0	0	0	0	0	0	0	0	0	0	0
	OTHER	0	0	0	0	0	0	0	0	0	0	0
	UNKNOWN	0	0	0	0	0	0	0	0	0	0	0
SAND/DUST ( 0 )	DAWN	0	0	0	0	0	0	0	0	0	0	0
	DAYLIGHT	0	0	0	0	0	0	0	0	0	0	0
	DUSK	0	0	0	0	0	0	0	0	0	0	0
	DARK-LIGHTS	0	0	0	0	0	0	0	0	0	0	0
	DARK NO LIGHTS	0	0	0	0	0	0	0	0	0	0	0
	DARK LIGHTS OFF	0	0	0	0	0	0	0	0	0	0	0
	OTHER	0	0	0	0	0	0	0	0	0	0	0
	UNKNOWN	0	0	0	0	0	0	0	0	0	0	0
CLOUDY ( 0 )	DAWN	0	0	0	0	0	0	0	0	0	0	0
	DAYLIGHT	0	0	0	0	0	0	0	0	0	0	0
	DUSK	0	0	0	0	0	0	0	0	0	0	0
	DARK-LIGHTS	0	0	0	0	0	0	0	0	0	0	0
	DARK NO LIGHTS	0	0	0	0	0	0	0	0	0	0	0
	DARK LIGHTS OFF	0	0	0	0	0	0	0	0	0	0	0
	OTHER	0	0	0	0	0	0	0	0	0	0	0
	UNKNOWN	0	0	0	0	0	0	0	0	0	0	0
OTHER ( 0 )	DAWN	0	0	0	0	0	0	0	0	0	0	0
	DAYLIGHT	0	0	0	0	0	0	0	0	0	0	0
	DUSK	0	0	0	0	0	0	0	0	0	0	0
	DARK-LIGHTS	0	0	0	0	0	0	0	0	0	0	0
	DARK NO LIGHTS	0	0	0	0	0	0	0	0	0	0	0
	DARK LIGHTS OFF	0	0	0	0	0	0	0	0	0	0	0
	OTHER	0	0	0	0	0	0	0	0	0	0	0
	UNKNOWN	0	0	0	0	0	0	0	0	0	0	0
ROAD SURFACE TOTALS		1	0	0	0	0	0	0	0	0	0	1

VIL\_RESP02768



A C C I D E N T	City or Town	Month	Date	Year
	IN Windham	04	22	2004
	Number of Highway	Or - Name of Street or Highway		
	ON [ ] and [ ]	RIVER RD		
DO NOT WRITE IN THIS SPACE	Driver - Name			
	Moulton, Thomas - Vehicle 1			
Driver - Name				

State of Maine

Supplement to

POLICE  
TRAFFIC ACCIDENT REPORT

for

ADDITIONAL DIAGRAMS, DATA OR ANY

NECESSARY STATEMENTS TAKEN

Confidential if so Marked

V1 WAS NORTH ON THE RIVER RD AND ATTEMPTED TO TURN LEFT ONTO DEPOT ST. V1 LOST CONTROL AND DROVE UP ONTO THE FRONT LAWN OF #42 DEPOT ST. THE VEHICLE CONTINUED ACROSS THE LAWN AND DOWN ONTO DEPOT ST. WHEN THE VEHICLE HIT THE EMBANKMENT IT LEFT SOME OF IT'S UNDER MOLDING ON THE LAWN. ONE OF THE PIECES HAD A PART NUMBER ON IT. I TOOK THAT PART TO SEBEGO CHEVY AND THEY WERE ABLE TO TELL ME IT CAME OFF AN "F" BODY CAR. THIS WOULD INCLUDE CHEVY CAMARO AND PONTIAC FIREBIRD. THIS FIT THE DESCRIPTION OF A VEHICLE WESTBROOK HAD AT THEIR STATION. THE VEHICLE HAD BEEN IMPOUNDED AFTER AN EARLIER INCIDENT. I TOOK THE PIECES DOWN TO THE STATION AND WERE ABLE TO MATCH THEM TO MOULTON'S Z28 CAMARO.

Other Values:

Unit 1 (Moulton, Thomas) - Apparent Physical Condition: UNKNOWN

Windham

CHUTE RD

06377

DEPOT RD

RIVER RD

VIL\_RESP02771



Gorrill-Palmer Consulting Engineers, Inc.

*Traffic and Civil Engineering Services*

PO Box 1237  
15 Shaker Rd.  
Gorham, ME 04039

207-657-6910  
FAX 207-657-6912  
E-Mail: mailbox@gorrillpalmer.com

August 15, 2007

AUG 16 2007

Mr. Brooks More, AICP  
Director of Planning  
Town of Windham  
8 School Street  
Windham, ME 04062

Subject: Village at Little Falls  
Traffic Engineering Peer Review

Dear Brooks,

As requested by your office, Gorrill-Palmer Consulting Engineers Inc. has reviewed the responses provided by Bill Bray, dated August 11, 2007. Our office provided review comments to the Town and applicant on July 5, 2007 and August 3, 2007.

Mr. Bray has provided the crash data for the Depot Road at River Road intersection, which indicates only one crash in the last three years. Based on this information and the previous assessment that the intersection only marginally meets the criteria for consideration of a left turn lane, we would concur that a left turn treatment is not warranted.

Please contact this office with any questions.

Sincerely,

Gorrill-Palmer Consulting Engineers, Inc.

Peter A. Hedrich, P.E., PTOE  
Vice President, Transportation

Copy: Lee Allen, Northeast Civil Solutions, Inc.  
Steve Etzel, HRC

U:\887.22\VLF Comments2\_8-15-07.doc

VIL\_RESP02772



## **Exhibit 20**

### **APPROVALS FROM OTHER AGENCIES**

All required state and federal permits have been acquired for the development of the Village at Little Falls project. These permits include the following:

- FEMA Conditional Letter of Map Revision Based on Fill Comment Document (CLOMR-F), Case # 07-01-0641C, Approved May 8, 2007
- Maine DEP Site Location of Development Act and Natural Resources Protection Act Permit, #L-23736-87-A-N, Approved July 26, 2007

Copies of the permit approvals are attached as Appendix A and B for your reference.

The Maine Historic Preservation Commission (MHPC) has reviewed the Phase II Archeological Survey for the property. They have concurred with the survey's conclusion that the development will have no impact on any known archeological site. A copy of the approval from the MHPC is attached as Appendix C

The project's sewer and water distribution systems have been reviewed and approved by the Portland Water District. A copy of the correspondence with the Portland Water District is attached as Appendix D for your reference.

The Windham Fire/Rescue Department has also reviewed the plans and has verified that the turning radii are acceptable. They have also requested that the applicant include provisions for snow removal from the hydrants located onsite. This snow removal requirement is included in Section 8.2 of the condominium association documentation. The Fire/Rescue Department has also requested a ban on all unnecessary street parking. This requirement is included in Section 8.7 of the condominium association documentation. Please refer to Exhibit 2 for a copy of the condominium association documentation and Appendix E for a copy of the correspondence with the Windham Fire Rescue Department.

**Appendix A**

**FEMA Conditional Letter of Map Revision Based on Fill Comment  
Document (CLOMR-F)**

**VIL\_RESP02775**



# Federal Emergency Management Agency

Washington, D.C. 20472

## CONDITIONAL LETTER OF MAP REVISION BASED ON FILL COMMENT DOCUMENT

COMMUNITY AND MAP PANEL INFORMATION		LEGAL PROPERTY DESCRIPTION
COMMUNITY	TOWN OF WINDHAM, CUMBERLAND COUNTY, MAINE	Proposed Village at Little Falls
	COMMUNITY NO.: 230189	
AFFECTED MAP PANEL	NUMBER: 2301890025B	
	DATE: 9/2/1981	
FLOODING SOURCE: PRESUMPSCOT RIVER		APPROXIMATE LATITUDE & LONGITUDE OF PROPERTY: 43.735, -70.425 SOURCE OF LAT & LONG: PRECISION MAPPING STREETS 7.0      DATUM: NAD 83

COMMENT TABLE REGARDING THE PROPOSED PROPERTY (PLEASE NOTE THAT THIS IS NOT A FINAL DETERMINATION. A FINAL DETERMINATION WILL BE MADE UPON RECEIPT OF AS-BUILT INFORMATION REGARDING THIS PROPERTY.)

LOT	BLOCK/ SECTION	SUBDIVISION	STREET	OUTCOME WHAT WOULD BE REMOVED FROM THE SFHA	FLOOD ZONE	1% ANNUAL CHANCE FLOOD ELEVATION (NGVD 29)	LOWEST ADJACENT GRADE ELEVATION (NGVD 29)	LOWEST LOT ELEVATION (NGVD 29)
--	--	Village as Little Falls	--	Structure (Units 1-3)	C	115.4 feet	117.5 feet	--

**Special Flood Hazard Area (SFHA)** - The SFHA is an area that would be inundated by the flood having a 1-percent chance of being equaled or exceeded in any given year (base flood).

**ADDITIONAL CONSIDERATIONS** (Please refer to the appropriate section on Attachment 1 for the additional considerations listed below.)

DETERMINATION TABLE (CONTINUED)  
PORTIONS REMAIN IN THE FLOODWAY  
CONDITIONAL LOMR-F DETERMINATION

This document provides the Federal Emergency Management Agency's comment regarding a request for a Conditional Letter of Map Revision based on Fill for the property described above. Using the information submitted and the effective National Flood Insurance Program (NFIP) map, we have determined that the proposed structure(s) on the property(ies) would not be located in the SFHA, an area inundated by the flood having a 1-percent chance of being equaled or exceeded in any given year (base flood) if built as proposed. Our final determination will be made upon receipt of a copy of this document, as-built elevations, and a completed Community Acknowledgement form. Proper completion of this form certifies the subject property is reasonably safe from flooding in accordance with Part 65.5(a)(4) of our regulations. Further guidance on determining if the subject property is reasonably safe from flooding may be found in FEMA Technical Bulletin 10-01. A copy of this bulletin can be obtained by calling the FEMA Map Assistance Center toll free at (877) 336-2627 (877-FEMA MAP) or from our web site at <http://www.fema.gov/mit/tb1001.pdf>. This document is not a final determination; it only provides our comment on the proposed project in relation to the SFHA shown on the effective NFIP map.

This comment document is based on the flood data presently available. The enclosed documents provide additional information regarding this request. If you have any questions about this document, please contact the FEMA Map Assistance Center toll free at (877) 336-2627 (877-FEMA MAP) or by letter addressed to the Federal Emergency Management Agency, 3601 Eisenhower Avenue, Suite 130, Alexandria, VA 22304-6439.

*William R. Blanton Jr.*

William R. Blanton Jr., CFM, Chief  
Engineering Management Section  
Mitigation Division

VIL\_RESP02776



# Federal Emergency Management Agency

Washington, D.C. 20472

## CONDITIONAL LETTER OF MAP REVISION BASED ON FILL COMMENT DOCUMENT

### ATTACHMENT 1 (ADDITIONAL CONSIDERATIONS)

DETERMINATION TABLE (CONTINUED)

LOT	BLOCK/ SECTION	SUBDIVISION	STREET	OUTCOME WHAT WOULD BE REMOVED FROM THE SFHA	FLOOD ZONE	1% ANNUAL CHANCE FLOOD ELEVATION (NGVD 29)	LOWEST ADJACENT GRADE ELEVATION (NGVD 29)	LOWEST LOT ELEVATION (NGVD 29)
--	--	Village as Little Falls	--	Structure (Units 4-9)	C	97.5 feet	114.5 feet	--
--	--	Village as Little Falls	--	Structure (Units 10-11)	B	115.4 feet	115.8 feet	--
--	--	Village as Little Falls	--	Structure (Units 12-16)	C	97.5 feet	112.5 feet	--
--	--	Village as Little Falls	--	Structure (Unit 17)	B	115.4 feet	116.0 feet	--
--	--	Village as Little Falls	--	Structure (Units 18-85)	C	97.5 feet	106.5 feet	--

This attachment provides additional information regarding this request. If you have any questions about this attachment, please contact the FEMA Map Assistance Center toll free at (877) 336-2627 (877-FEMA MAP) or by letter addressed to the Federal Emergency Management Agency, 3601 Eisenhower Avenue, Suite 130, Alexandria, VA 22304-6439.

*William R. Blanton Jr.*

William R. Blanton Jr., CFM, Chief  
Engineering Management Section  
Mitigation Division

VIL\_RESP02777



# Federal Emergency Management Agency

Washington, D.C. 20472

## CONDITIONAL LETTER OF MAP REVISION BASED ON FILL COMMENT DOCUMENT

### ATTACHMENT 1 (ADDITIONAL CONSIDERATIONS)

#### **PORTIONS OF THE PROPERTY REMAIN IN THE FLOODWAY (This Additional Consideration applies to the preceding 6 Properties.)**

A portion of this property is located within the Special Flood Hazard Area and the National Flood Insurance Program (NFIP) regulatory floodway for the flooding source indicated on the Determination/Comment Document while the subject of this determination is not. The NFIP regulatory floodway is the area that must remain unobstructed in order to prevent unacceptable increases in base flood elevations. Therefore, no construction may take place in an NFIP regulatory floodway that may cause an increase in the base flood elevation, and any future construction or substantial improvement on the property remains subject to Federal, State/Commonwealth, and local regulations for floodplain management. The NFIP regulatory floodway is provided to the community as a tool to regulate floodplain development. Modifications to the NFIP regulatory floodway must be accepted by both the Federal Emergency Management Agency (FEMA) and the community involved. Appropriate community actions are defined in Paragraph 60.3(d) of the NFIP regulations. Any proposed revision to the NFIP regulatory floodway must be submitted to FEMA by community officials. The community should contact either the Regional Director (for those communities in Regions I-IV, and VI-X), or the Regional Engineer (for those communities in Region V) for guidance on the data which must be submitted for a revision to the NFIP regulatory floodway. Contact information for each regional office can be obtained by calling the FEMA Map Assistance Center toll free at (877) 336-2627 (877-FEMA MAP) or from our web site at <http://www.fema.gov/about/regoff.htm>.

#### **ADDITIONAL LOMR-F DETERMINATION (This Additional Consideration applies to the preceding 6 Properties.)**

Comments regarding this conditional request are based on the flood data presently available. Our final determination will be made upon receipt of this Comment Document, certified as-built elevations and/or certified as-built survey. Since this request is for a Conditional Letter of Map Revision based on Fill, we will also require the applicable processing fee, and the "Community Acknowledgement" form. Please note that additional items may be required before a final as-built determination is issued.

This letter does not relieve Federal agencies of the need to comply with Executive Order 11988 on Floodplain Management in carrying out their responsibilities and providing Federally undertaken, financed, or assisted construction and improvements, or in their regulating or licensing activities.

This attachment provides additional information regarding this request. If you have any questions about this attachment, please contact the FEMA Map Assistance Center toll free at (877) 336-2627 (877-FEMA MAP) or by letter addressed to the Federal Emergency Management Agency, 3601 Eisenhower Avenue, Suite 130, Alexandria, VA 22304-6439.

*William R. Blanton Jr.*

William R. Blanton Jr., CFM, Chief  
Engineering Management Section  
Mitigation Division

**VIL\_RESP02778**



# Federal Emergency Management Agency

Washington, D.C. 20472

May 08, 2007

THE HONORABLE TONY PLANTE  
MANAGER, TOWN OF WINDHAM  
8 SCHOOL RD  
WINDHAM, ME 04062

CASE NO.: 07-01-0641C  
COMMUNITY: TOWN OF WINDHAM, CUMBERLAND  
COUNTY, MAINE  
COMMUNITY NO.: 230189

DEAR MR. PLANTE:

This is in reference to a request that the Federal Emergency Management Agency (FEMA) determine if the property described in the enclosed document is located within an identified Special Flood Hazard Area, the area that would be inundated by the flood having a 1-percent chance of being equaled or exceeded in any given year (base flood), on the effective National Flood Insurance Program (NFIP) map. Using the information submitted and the effective NFIP map, our determination is shown on the attached Conditional Letter of Map Revision based on Fill (CLOMR-F) Comment Document. This comment document provides additional information regarding the effective NFIP map, the legal description of the property and our comments regarding this proposed project.

Additional documents are enclosed which provide information regarding the subject property and CLOMR-Fs. Please see the List of Enclosures below to determine which documents are enclosed. Other attachments specific to this request may be included as referenced in the Determination/Comment document. If you have any questions about this letter or any of the enclosures, please contact the FEMA Map Assistance Center toll free at (877) 336-2627 (877-FEMA MAP) or by letter addressed to the Federal Emergency Management Agency, 3601 Eisenhower Avenue, Suite 130, Alexandria, VA 22304-6439.

Sincerely,

William R. Blanton Jr., CFM, Chief  
Engineering Management Section  
Mitigation Division

**LIST OF ENCLOSURES:**

CLOMR-F COMMENT DOCUMENT

cc: Mr. Lee Allen

**VIL\_RESP02779**

**Appendix B**

**Maine DEP Site Location of Development Act and Natural Resources  
Protection Act Permit**

**VIL\_RESP02780**



STATE OF MAINE  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
STATE HOUSE STATION 17 AUGUSTA, MAINE 04333

DEPARTMENT ORDER

IN THE MATTER OF

H.R.C. – VILLAGE AT LITTLE FALLS, L. L. C.	) SITE LOCATION OF DEVELOPMENT ACT
Windham, Cumberland County	) NATURAL RESOURCES PROTECTION ACT
VILLAGE AT LITTLE FALLS	) WETLAND OF SPECIAL SIGNIFICANCE
L-23637-87-A-N (approval)	) WATER QUALITY CERTIFICATION
L-23637-2G-B-N	) FINDINGS OF FACT AND ORDER

Pursuant to the provisions of 38 M.R.S.A. Sections 481 et seq. and 480-A et seq., and Section 401 of the Federal Water Pollution Control Act, the Department of Environmental Protection has considered the application of H.R.C. – VILLAGE AT LITTLE FALLS, L. L. C. with the supportive data, agency review comments, and other related materials on file and FINDS THE FOLLOWING FACTS:

1. PROJECT DESCRIPTION:

A. Summary: The applicant proposes to construct an 85-unit condominium development with associated improvements on an 8.03-acre parcel of land. The proposed project includes two 12-unit apartment buildings, nine duplexes, nine porch-style units, 33 townhouse units, and one single-family residence. The proposed project is shown on a set of plans, the first of which is entitled "Cover/Index/Locus Map/Zoning – Village at Little Falls," prepared by Northeast Civil Solutions, and dated June 1, 2007, with a last revision date of July 11, 2007. The project site is located between Depot Street and the Presumpscot River in the Town of Windham.

The proposed project triggers the "structure" threshold of the Site Location of Development Law ("Site Law," 38 M.R.S.A. § 482). The Town of Windham has delegated review authority pursuant to 38 M.R.S.A. § 489-A to conduct Site Law reviews of certain developments that would otherwise require Department review. However, the local reviewing authority requested that the Department review the proposed project.

The applicant is also seeking approval under the Natural Resources Protection Act (N.R.P.A.) to remove an abandoned mill building adjacent to the Presumpscot River and restore the river bank. Since a portion of the building was constructed over the river, this activity will result in the alteration of approximately 4,800 square feet of the river. A majority of the existing wall of the building will be removed, and the area will be regraded to in order to establish a vegetated river bank. A small section of the wall will be left in place to support an existing power plant. Other N.R.P.A. activities proposed by the applicant include filling in a small, artificially-created drainage channel (740 square

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Lee Allen  
Northeast Civil Solutions  
FAX# 883.1001

VIL\_RES P02781

feet) and constructing stormwater outfall pipes within 75 feet, but not below, the 100-year flood elevation of the river.

B. **Current Use of Site:** An abandoned mill building and associated piles of debris occupy the site. The building was originally used as a pulp mill and later used as a steel mill. It is located directly on the Presumpscot River and is constructed on a pile-type foundation to allow the river to flow under the western end of the building. The building was abandoned in the late 1980's. The site is immediately downstream of an existing hydro-electric dam owned by Sappi, Inc.

2. **FINANCIAL CAPACITY:**

The total cost of the project is estimated to be \$10,000,000. The applicant stated that the project will be self-financed. Hudson Realty Capital Fund III, L. P. is the owner of HRC - Village at Little Falls, L. L. C. The applicant submitted a Balance Sheet for Hudson Realty Capital Fund III, L. P., dated December 31, 2006, which indicates that the company's total assets are well in excess of the proposed project's cost estimate.

The Department finds that the applicant has demonstrated adequate financial capacity to comply with Department standards.

3. **TECHNICAL ABILITY:**

The applicant provided a list of projects successfully constructed by the applicant. The applicant also retained the services of Northeast Civil Solutions, a professional engineering firm, to assist in the design and engineering of the project.

The Department finds that the applicant has demonstrated adequate technical ability to comply with Department standards.

4. **NOISE:**

The Department finds that no regulated sources of noise have been identified.

5. **SCENIC CHARACTER:**

The project site currently contains a dilapidated industrial building. The building will be removed from the site and the river bank will be restored to a more natural, vegetated state. The proposed development was designed to match the village character of the surrounding neighborhood.

Based on the project's location and design, the Department finds that the proposed project will not have an unreasonable adverse effect on the scenic character of the surrounding area.

6. WILDLIFE AND FISHERIES:

The Maine Department of Inland Fisheries & Wildlife (MDIFW) reviewed the proposed project. In its comments, MDIFW stated that it found no records of any Essential or Significant Wildlife Habitats, or other wildlife habitats of special concern associated with this site.

The project site is located just downriver from an existing housing development and hydroelectric dam. A portion of the land directly adjacent to the Presumpscot River is owned by an abutter, Sappi Paper. A fisheries biologist from MDIFW commented that the Presumpscot River supports a variety of coldwater and warmwater fisheries, including some non-game fish populations. MDIFW recommended that a 100-foot wide vegetated buffer be provided to minimize impacts to the river and protect riparian functions, particularly in the area where the existing mill building is to be removed. The applicant responded to these concerns by revising the plans to provide a minimum 75-foot wide vegetated buffer on the project site. The only permanent structures within the 75-foot buffer will be three stormwater outfall pipes with associated riprap aprons and a portion of a subsurface stormwater system. The applicant submitted a river bank stabilization and planting plan (Sheet L1 of the set of plans referenced in Finding 1, last revised July 11, 2007) depicting the proposed improvements. Given the heavily developed nature of the site; the removal of the mill building, the stabilization of existing erosion problems, and the re-vegetation of the river bank are anticipated to provide immediate and long-term water quality benefits to the fishery.

The buffer will be located in a common area. Once the buffer is stabilized and planted, it should remain undisturbed, and be maintained first by the applicant and subsequently by the condominium owners association. Some disturbance of the buffer may be necessary in the future where a portion of the subsurface stormwater system is located within the buffer in the unlikely event that maintenance of the chamber system is required. However, the isolator row, which will require regular maintenance as discussed in Finding 10, is located outside the buffer.

Prior to occupancy of the first new building, the location of the river buffer must be permanently marked on the ground. The deed for the common area must contain deed restrictions relative to the buffer and have attached to it a plot plan for the area, drawn to scale, that specifies the location of the buffer. Prior to occupancy of the first new building, the applicant must submit a copy of the recorded deed restrictions, including the plot plan, to the BLWQ.

The Department finds that the applicant has made adequate provision for the protection of wildlife and fisheries with the establishment of a 75-foot wide vegetated buffer adjacent to the Presumpscot River.

7. HISTORIC SITES AND UNUSUAL NATURAL AREAS:

The Maine Historic Preservation Commission (MHPC) reviewed the proposed project and requested a Phase II Archaeological Survey of the site. The applicant submitted a report of the survey, prepared by NEA and dated June 2007. MHPC reviewed the report and stated, in a letter dated June 27, 2007, that the proposed project will have no effect upon any structure or site of historic, architectural, or archaeological significance as defined by the National Historic Preservation Act of 1966.

The Maine Natural Areas Program database does not contain any records documenting the existence of rare or unique botanical features on the project site and, as discussed in Finding 6, MDIFW did not identify any unusual wildlife habitats located on the project site.

The Department finds that the proposed development will not have an adverse effect on the preservation of any historic sites or unusual natural areas either on or near the development site.

8. BUFFER STRIPS:

A vegetated buffer adjacent to the Presumpscot River will be established as discussed in Finding 6.

The Department finds that the applicant has made adequate provision for buffer strips.

9. SOILS:

The applicant submitted soil survey information and a geotechnical report based on the soils found at the project site. This report was prepared by a registered professional engineer and reviewed by staff from the Division of Environmental Assessment (DEA) of the Bureau of Land and Water Quality (BLWQ). DEA also reviewed a Blasting Plan (dated March 19, 2007) submitted by the applicant and outlining the proposed procedures for removing ledge material from the project site. The applicant submitted additional information related to the blasting location map. DEA reviewed this additional information and commented that the applicant adequately addressed its concerns.

If a rock crusher will be utilized on site during construction, the applicant must insure that the crusher is licensed by the Department's Bureau of Air Quality and is being operated in accordance with that license.

The Department finds that, based on the soil information, geotechnical report, Blasting Plan, and DEA's review, the soils on the project site present no limitations to the proposed project that cannot be overcome through standard engineering practices.

## 10. STORMWATER MANAGEMENT:

The proposed project includes approximately 3.1 acres of new impervious area and 7.5 acres of developed area. It lies within the watershed of the Presumpscot River. The applicant submitted a stormwater management plan based on the basic, general, and flooding standards contained in Department Rules, Chapter 500. The proposed stormwater management system consists of 17 bioretention cells and a subsurface soil filter system (Stormtech system with isolator rows).

### A. Basic Standards:

(1) Erosion and Sedimentation Control: The applicant submitted an Erosion and Sedimentation Control Plan (Section 14 of the application) that is based on the performance standards contained in Appendix A of Chapter 500 and the Best Management Practices outlined in the Maine Erosion and Sediment Control BMPS, which were developed by the Department. This plan and plan sheets containing erosion control details were reviewed by, and revised in response to the comments of the Division of Watershed Management (DWM) of the Bureau of Land and Water Quality (BLWQ). DWM recommended that the applicant implement a dewatering plan during construction. The plans were revised to include a dewatering plan.

Erosion control details will be included on the final construction plans and the erosion control narrative will be included in the project specifications to be provided to the construction contractor. Prior the start of construction, the applicant must conduct a pre-construction meeting to discuss the construction schedule and the erosion and sediment control plan with the appropriate parties. This meeting must be attended by the applicant's representative, Department staff, the design engineer, and the contractor.

(2) Inspection and Maintenance: The applicant submitted a maintenance plan that addresses both short and long-term maintenance requirements. This plan was reviewed by, and revised in response to the comments of DWM. The maintenance plan is based on the standards contained in Appendix B of Chapter 500. A homeowners' association will be established that will be responsible for the maintenance of all common facilities including the stormwater management system. The Declaration of Covenants and Restrictions for the association was reviewed and found to meet Department requirements. Prior to the formation of the homeowners' association, the applicant will be responsible for all such maintenance

The applicant submitted a draft service contract for the ongoing maintenance of the stormwater management system. Prior to occupancy of the first new building, the applicant must submit a copy of an executed long-term maintenance contract (minimum of 5 years and renewable) for the on-going maintenance of the stormwater control structures to the BLWQ. Storm sewer grit and sediment materials removed from

stormwater control structures during maintenance activities must be disposed of in compliance with the Department's Solid Waste Management Rules.

(3) Housekeeping: The proposed project will comply with the performance standards outlined in Appendix C of Chapter 500.

Based on DWM's review of the erosion and sedimentation control plan and the maintenance plan, the Department finds that the proposed project meets the Basic Standards contained in Chapter 500(4)(A).

B. General Standard: The applicant's stormwater management plan includes general treatment measures that will mitigate for the increased frequency and duration of channel erosive flows due to runoff from smaller storms, provide for effective treatment of pollutants in stormwater, and mitigate potential temperature impacts. This mitigation is being achieved by using Best Management Practices (BMP) that will control runoff from no less than 95% of the impervious area and no less than 80% of the developed area.

The stormwater management system proposed by the applicant was reviewed by, and revised in response to, comments from DWM. After a final review, DWM commented that the proposed stormwater management system is designed in accordance with the Chapter 500 General Standard. DWM recommended that the installation of the stormwater system be inspected by the applicant's design engineer or other qualified professional. Upon completion of the system, the applicant must submit written certification to the BLWQ that it was installed in accordance with the approved plans.

Based on the stormwater system's design and DWM's review, the Department finds that the applicant has made adequate provision to ensure that the proposed project will meet the Chapter 500, Basic and General Standards.

C. Flooding Standard:

The applicant is not proposing a formal stormwater management system to detain stormwater from 24-hour storms of 2-, 10-, and 25-year frequency. Instead, since the project site is located adjacent to the Presumpscot River, the applicant requested a waiver from the flooding standard pursuant to Department Rules, Chapter 500(4)(E)(2)(a). DWM commented that, given the site's location and watershed, the proposed system is eligible to receive a waiver from the flooding standard.

Based on the system's design and DWM's review, the Department finds that the applicant has demonstrated that the Chapter 500, Flooding Standard for peak flow from the project site, and channel limits and runoff areas, may be waived for the proposed project.

## 11. GROUNDWATER:

The project site is not located over a mapped sand and gravel aquifer. The proposed project does not propose any withdrawal from, or discharge to, the groundwater.

The applicant received a Voluntary Response Action Program (VRAP) permit from the Department's Bureau of Remediation and Waste Management, dated November 9, 2005, to conduct remedial actions on the site. Any special or hazardous wastes encountered during site development will be disposed of in accordance with the standards and regulations outlined in the VRAP permit.

The Department finds that the proposed project will not have an unreasonable adverse effect on ground water quality.

12. WATER SUPPLY:

When completed, the proposed project is anticipated to use 17,010 gallons of water per day. Water will be supplied by the Portland Water District. The applicant submitted a letter from the District, dated March 16, 2007, indicating that it will be capable of servicing this project.

The Department finds that the applicant has made adequate provision for securing and maintaining a sufficient and healthful water supply.

13. WASTEWATER DISPOSAL:

When completed, the proposed project is anticipated to discharge 17,010 gallons of wastewater per day to the Portland Water District's wastewater treatment facility located in Westbrook. The applicant proposes to construct a sewer pump station that will be owned and operated by the Portland Water District. The applicant submitted a letter from the Portland Water District, dated March 16, 2007, stating that the Westbrook facility will accept these flows. This project was reviewed by the Division of Water Quality Management of the Bureau of Land and Water Quality (DWQM), which commented that the Portland Water District's Westbrook facility has the capacity to treat these flows and is operating in compliance with the water quality laws of the State of Maine.

Based on DWQM's comments, the Department finds that the applicant has made adequate provision for wastewater disposal at a facility that has the capacity to ensure satisfactory treatment.

14. SOLID WASTE:

When completed, the proposed project is anticipated to generate 110 tons of household solid waste per year. All general solid wastes from the proposed project will be disposed

of at EcoMaine, which is currently in substantial compliance with the Solid Waste Management Regulations of the State of Maine.

The proposed project will generate a minimal amount of stumps and grubblings. All stumps and grubblings generated will be processed on site, with the remainder to be either worked into the soil or utilized as an erosion control measure, in compliance with Solid Waste Management Regulations of the State of Maine.

The proposed project will generate approximately 920 tons of construction debris and demolition debris. The construction and demolition debris generated will be disposed of at either Plan-It Recycling in Gorham or Riverside Recycling in Portland, both of which are currently in substantial compliance with the Solid Waste Management Regulations of the State of Maine.

Based on the above information, the Department finds that the applicant has made adequate provision for solid waste disposal.

15. FLOODING:

The applicant submitted a Conditional Letter of Map Revision from the Federal Emergency Management Agency, dated May 8, 2007. Based on this letter, the proposed project is not located within the 100-year floodway of any river or stream.

The Department finds that the proposed project is unlikely to cause or increase flooding or cause an unreasonable flood hazard to any structure.

16. WETLAND IMPACTS:

The applicant proposes to alter approximately 4,800 square feet of a waterbody to remove an existing abandoned mill building and restore the bank of the Presumpscot River. The applicant also proposes to fill 740 square feet of an artificially-created drainage channel and construct stormwater outfalls within 75 feet of the river.

The Department's Wetlands and Waterbodies Protection Rules, Chapter 310, require the applicant to meet the following standards:

A. Avoidance. No activity may be permitted if there is a practicable alternative to the project that would be less damaging to the environment. Each application for a Natural Resources Protection Act permit must provide an analysis of alternatives in order to demonstrate that a practicable alternative does not exist. The applicant submitted an alternative analysis for the proposed project completed by Northeast Civil Solutions. The applicant's original plan included leaving the mill building's wall and then filling in behind it. The proposed project, removing the wall and restoring the river bank in this

location, represents less environmental impact. The applicant proposes to remove the debris from the edge of the river and grade the area to create a stable slope.

B. Minimal Alteration. The amount of waterbody and wetland to be altered must be kept to the minimum amount necessary for meeting the overall purpose of the project. The applicant stated that the fill within the river is necessary in order to create a stable, vegetated slope after removal of the mill building. The existing mill building is constructed on piles over a portion of the river. The proposed project includes removal of the building, and the restoration of 28,680 square feet of river bank and approximately 2,165 square feet of floodplain downstream of the existing hydro-electric dam.

C. Compensation. Given the existing developed nature of the project site, compensation is not required to achieve the goal of no net loss of wetland and waterbody functions and values. The proposed project is expected to have a positive effect on the quality of the site's stormwater runoff. The removal of the mill building and the restoration of the river bank will allow for the cooling of the runoff to avoid thermal impacts, and site remediation under the VRAP permit will result in the removal of multiple sources of pollution that currently exist on site. The additional flood plain storage area created by the removal of the building and restoration of the river bank is approximately equivalent in volume to the fill proposed in the river.

The Department finds that the applicant has avoided and minimized wetland and waterbody impacts to the greatest extent practicable, and that the proposed project represents the least environmentally damaging alternative that meets the overall purpose of the project.

BASED on the above findings of fact, and subject to the conditions listed below, the Department makes the following conclusions pursuant to 38 M.R.S.A. Sections 480-A et seq. and Section 401 of the Federal Water Pollution Control Act:

- A. The proposed activity will not unreasonably interfere with existing scenic, aesthetic, recreational, or navigational uses.
- B. The proposed activity will not cause unreasonable erosion of soil or sediment.
- C. The proposed activity will not unreasonably inhibit the natural transfer of soil from the terrestrial to the marine or freshwater environment.
- D. The proposed activity will not unreasonably harm any significant wildlife habitat, freshwater wetland plant habitat, threatened or endangered plant habitat, aquatic habitat, travel corridor, freshwater, estuarine, or marine fisheries or other aquatic life.

- E. The proposed activity will not unreasonably interfere with the natural flow of any surface or subsurface waters.
- F. The proposed activity will not violate any state water quality law including those governing the classifications of the State's waters.
- G. The proposed activity will not unreasonably cause or increase the flooding of the alteration area or adjacent properties.
- H. The proposed activity is not on or adjacent to a sand dune.
- I. The proposed activity is not on an outstanding river segment as noted in 38 M.R.S.A. Section 480-P.

BASED on the above findings of fact, and subject to the conditions listed below, the Department makes the following conclusions pursuant to 38 M.R.S.A. Sections 481 et seq.:

- A. The applicant has provided adequate evidence of financial capacity and technical ability to develop the project in a manner consistent with state environmental standards.
- B. The applicant has made adequate provision for fitting the development harmoniously into the existing natural environment and the development will not adversely affect existing uses, scenic character, air quality, water quality or other natural resources in the municipality or in neighboring municipalities provided the buffer adjacent to the Presumpscot River is marked and protected as described in Finding 6 and any rock crusher is operated as described in Finding 9.
- C. The proposed development will be built on soil types which are suitable to the nature of the undertaking and will not cause unreasonable erosion of soil or sediment nor inhibit the natural transfer of soil.
- D. The proposed development meets the standards for storm water management in Section 420-D and the standard for erosion and sedimentation control in Section 420-C provided a pre-construction meeting is held and inspections of the stormwater system are conducted as described in Finding 10.
- E. The proposed development will not pose an unreasonable risk that a discharge to a significant groundwater aquifer will occur.
- F. The applicant has made adequate provision of utilities, including water supplies, sewerage facilities, solid waste disposal and roadways required for the development and the development will not have an unreasonable adverse effect on the existing or proposed utilities and roadways in the municipality or area served by those services.

- G. The activity will not unreasonably cause or increase the flooding of the alteration area or adjacent properties nor create an unreasonable flood hazard to any structure.

THEREFORE, the Department APPROVES the application of H.R.C. – Village at Little Falls, L. L. C. to construct an 85-unit condominium development as described in Finding 1 in Windham, Maine, SUBJECT TO THE FOLLOWING CONDITIONS and all applicable standards and regulations:

1. The Standard Conditions of Approval, a copy attached.
2. In addition to any specific erosion control measures described in this or previous orders, the applicant shall take all necessary actions to ensure that its activities or those of its agents do not result in noticeable erosion of soils or fugitive dust emissions on the site during the construction and operation of the project covered by this approval.
3. Severability. The invalidity or unenforceability of any provision, or part thereof, of this License shall not affect the remainder of the provision or any other provisions. This License shall be construed and enforced in all respects as if such invalid or unenforceable provision or part thereof had been omitted.
4. The applicant or other responsible party shall, within three months of the expiration of each five-year interval from the date of this Order, submit a report certifying that the items listed in Department Rules, Chapter 500, Appendix B(4) have been completed in accordance with the approved plans.
5. Prior the start of construction, the applicant shall conduct a pre-construction meeting. This meeting shall be attended by the applicant's representative, Department staff, the design engineer, and the contractor
6. Prior to occupancy, the location of the buffer adjacent to the Presumpscot River shall be permanently marked on the ground.
7. The deed for the common area shall contain deed restrictions relative to the buffer and have attached to it a plot plan for the area, drawn to scale, that specifies the location of the buffer. Prior to occupancy of any new building, the applicant shall submit a copy of the recorded deed restrictions, including the plot plan, to the BLWQ.
8. If a rock crusher will be utilized on site during construction, the applicant shall insure that the crusher is licensed by the Department's Bureau of Air Quality and is being operated in accordance with that license.

9. Prior to occupancy of any new building, the applicant shall submit a copy of an executed long-term maintenance contract (minimum of 5 years and renewable) for the on-going maintenance of the stormwater control structures to the BLWQ.
10. The installation of the stormwater system shall be inspected by the applicant's design engineer or other qualified professional. Upon completion of the system, the applicant shall submit written certification to the BLWQ that it was installed in accordance with the approved plans

THIS APPROVAL DOES NOT CONSTITUTE OR SUBSTITUTE FOR ANY OTHER REQUIRED STATE, FEDERAL OR LOCAL APPROVALS NOR DOES IT VERIFY COMPLIANCE WITH ANY APPLICABLE SHORELAND ZONING ORDINANCES.

DONE AND DATED AT AUGUSTA, MAINE, THIS 26<sup>TH</sup> DAY OF July, 2007.

DEPARTMENT OF ENVIRONMENTAL PROTECTION

By:

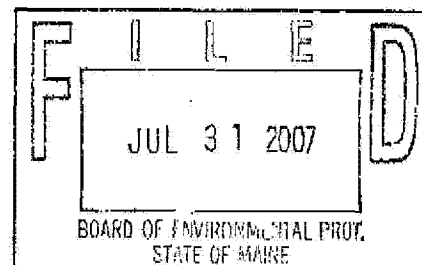
  
DAVID P. LITTELL, COMMISSIONER

PLEASE NOTE THE ATTACHED SHEET FOR GUIDANCE ON APPEAL PROCEDURES

Date of initial receipt of application March 27, 2007

Date of application acceptance April 5, 2007

Date filed with Board of Environmental Protection  
MR/ATS#64978&64979/L23637AN&BN



SITE LOCATION OF DEVELOPMENT (SITE)  
STANDARD CONDITIONS

STRICT CONFORMANCE WITH THE STANDARD AND SPECIAL CONDITIONS OF THIS APPROVAL  
IS NECESSARY FOR THE PROJECT TO MEET THE STATUTORY CRITERIA FOR APPROVAL.

1. This approval is dependent upon and limited to the proposals and plans contained in the application and supporting documents submitted and affirmed to by the applicant. Any variation from the plans, proposals and supporting documents is subject to the review and approval of the Board prior to implementation. Further subdivision of proposed lots by the applicant or future owners is specifically prohibited, without prior approval by the Board of Environmental Protection, and the applicant shall include deed restrictions to this effect.
2. The applicant shall secure and comply with all applicable Federal, State and local licenses, permits, authorizations, conditions, agreements, and orders, prior to or during construction and operation as appropriate.
3. The applicant shall submit all reports and information requested by the Board or Department demonstrating that the applicant has complied or will comply with all conditions of this approval. All preconstruction terms and conditions must be met before construction begins.
4. Advertising relating to matters included in this application shall refer to this approval only if it notes that the approval has been granted WITH CONDITIONS, and indicates where copies of those conditions may be obtained.
5. Unless otherwise provided in this approval, the applicant shall not sell, lease, assign or otherwise transfer the development or any portion thereof without prior written approval of the Board where the purpose or consequence of the transfer is to transfer any of the obligations of the developer as incorporated in this approval. Such approval shall be granted only if the applicant or transferee demonstrates to the Board that the transferee has the technical capacity and financial ability to comply with conditions of this approval and the proposals and plans contained in the application and supporting documents submitted by the applicant.
6. If the construction or operation of the activity is not begun within two years, this approval shall lapse and the applicant shall reapply to the Board for a new approval. The applicant may not begin construction or operation of the development until a new approval is granted. Reapplications for approval shall state the reasons why the development was not begun within two years from the granting of the initial approval and the reasons why the applicant will be able to begin the activity within two years from the granting of a new approval, if granted. Reapplications for approval may include information submitted in the initial application by reference.
7. If the approved development is not completed within five years from the date of the granting of approval, the Board may reexamine its approval and impose additional terms or conditions or prescribe other necessary corrective action to respond to significant changes in circumstances which may have occurred during the five-year period.
8. A copy of this approval must be included in or attached to all contract bid specifications for the development.
9. Work done by a contractor pursuant to this approval shall not begin before the contractor has been shown by the developer a copy of this approval.

(2/81)/Revised November 1, 1979



## NATURAL RESOURCE PROTECTION ACT (NRPA) STANDARD CONDITIONS

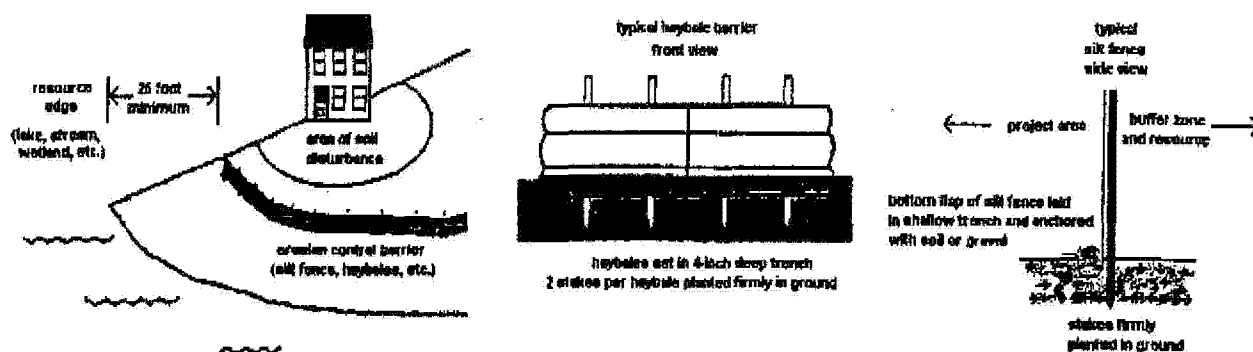
THE FOLLOWING STANDARD CONDITIONS SHALL APPLY TO ALL PERMITS GRANTED UNDER THE NATURAL RESOURCE PROTECTION ACT, TITLE 38, M.R.S.A. SECTION 480-A ET.SEQ. UNLESS OTHERWISE SPECIFICALLY STATED IN THE PERMIT.

- A. Approval of Variations From Plans. The granting of this permit is dependent upon and limited to the proposals and plans contained in the application and supporting documents submitted and affirmed to by the applicant. Any variation from these plans, proposals, and supporting documents is subject to review and approval prior to implementation.
- B. Compliance With All Applicable Laws. The applicant shall secure and comply with all applicable federal, state, and local licenses, permits, authorizations, conditions, agreements, and orders prior to or during construction and operation, as appropriate.
- C. Erosion Control. The applicant shall take all necessary measures to ensure that his activities or those of his agents do not result in measurable erosion of soils on the site during the construction and operation of the project covered by this Approval.
- D. Compliance With Conditions. Should the project be found, at any time, not to be in compliance with any of the Conditions of this Approval, or should the applicant construct or operate this development in any way other the specified in the Application or Supporting Documents, as modified by the Conditions of this Approval, then the terms of this Approval shall be considered to have been violated.
- E. Initiation of Activity Within Two Years. If construction or operation of the activity is not begun within two years, this permit shall lapse and the applicant shall reapply to the Board for a new permit. The applicant may not begin construction or operation of the activity until a new permit is granted. Reapplications for permits shall state the reasons why the applicant will be able to begin the activity within two years form the granting of a new permit, if so granted. Reapplications for permits may include information submitted in the initial application by reference.
- F. Reexamination After Five Years. If the approved activity is not completed within five years from the date of the granting of a permit, the Board may reexamine its permit approval and impose additional terms or conditions to respond to significant changes in circumstances which may have occurred during the five-year period.
- G. No Construction Equipment Below High Water. No construction equipment used in the undertaking of an approved activity is allowed below the mean high water line unless otherwise specified by this permit.
- H. Permit Included In Contract Bids. A copy of this permit must be included in or attached to all contract bid specifications for the approved activity.
- I. Permit Shown To Contractor. Work done by a contractor pursuant to this permit shall not begin before the contractor has been shown by the applicant a copy of this permit.

## Erosion Control

### Before Construction

1. If you have hired a contractor, make sure you have discussed your permit with them. Talk about what measures they plan to take to control erosion. Everybody involved should understand what the resource is and where it is located. Most people could identify the edge of a lake or a river. The edges of wetlands, however, are often not obvious. Your contractor may be the person actually pushing dirt around but you are both responsible for complying with the permit.
2. Call around and find sources for your erosion controls. You will probably need silt fence, hay bales and grass seed or conservation mix. Some good places to check are feed stores, hardware stores, landscapers and contractor supply houses. It is not always easy to find hay or straw during late winter and early spring. It may also be more expensive during those times of year. Plan ahead. Purchase a supply early and keep it under a tarp.
3. Before any soil is disturbed, make sure an erosion control barrier has been installed. The barrier can be either a silt fence, a row of staked hay bales, or both. Use the drawings below as a guide for correct installation and placement. The barrier should be placed as close as possible to the activity.
4. If a contractor is installing the barrier, double check it as a precaution. Erosion control barriers should be installed "on the contour", meaning at the same level along the land slope, whenever possible. This keeps stormwater from flowing to the lowest point of the barrier where it builds up and overflows or destroys it.



### During Construction

1. Use lots of hay or straw mulch on disturbed soil. The idea behind mulch is to prevent rain from striking the soil directly. It is the force of raindrops striking the soil that causes a lot of erosion. More than 90% of erosion is prevented by keeping the soil covered.
2. Inspect your erosion control barriers frequently. This is especially important after a rainfall. If there is muddy water leaving the project site, then your erosion controls are not working as intended. In that situation, stop work and figure out what can be done to prevent more soil from getting past the barrier.

### After Construction

1. After the project is complete, replant the area. All ground covers are not equal. For instance, a mix of creeping red fescue and Kentucky bluegrass is a good choice for lawns and other high maintenance areas. The same mix would not be a good choice for stabilizing a road shoulder or a cut bank that you don't intend to mow.
2. If you finish your project after September 15, then do not spread grass seed. There is a very good chance that the seed will germinate and be killed by a frost before it has a chance to become established. Instead, mulch the site with a thick layer of hay or straw. In the spring, rake off the mulch and seed the area. Don't forget to mulch again to hold in moisture and prevent the seed from washing away.
3. Keep your erosion control barrier up and maintained until the area is permanently stabilized.

VIL\_RESP02795



# DEP INFORMATION SHEET

## Appealing a Commissioner's Licensing Decision

Dated: May 2004

Contact: (207) 287-2811

### SUMMARY

There are two methods available to an aggrieved person seeking to appeal a licensing decision made by the Department of Environmental Protection's (DEP) Commissioner: (1) in an administrative process before the Board of Environmental Protection (Board); or (2) in a judicial process before Maine's Superior Court. This INFORMATION SHEET, in conjunction with consulting statutory and regulatory provisions referred to herein, can help aggrieved persons with understanding their rights and obligations in filing an administrative or judicial appeal.

### I. ADMINISTRATIVE APPEALS TO THE BOARD

#### LEGAL REFERENCES

DEP's *General Laws*, 38 M.R.S.A. § 341-D(4), and its *Rules Concerning the Processing of Applications and Other Administrative Matters* (Chapter 2), 06-096 CMR 2.24 (April 1, 2003).

#### HOW LONG YOU HAVE TO SUBMIT AN APPEAL TO THE BOARD

The Board must receive a written notice of appeal within 30 calendar days of the date on which the Commissioner's decision was filed with the Board. Appeals filed after 30 calendar days will be rejected.

#### HOW TO SUBMIT AN APPEAL TO THE BOARD

Signed original appeal documents must be sent to: Chair, Board of Environmental Protection, c/o Department of Environmental Protection, 17 State House Station, Augusta, ME 04333-0017; faxes are acceptable for purposes of meeting the deadline when followed by receipt of mailed original documents within five (5) working days. Receipt on a particular day must be by 5:00 PM at DEP's offices in Augusta; materials received after 5:00 PM are not considered received until the following day. The person appealing a licensing decision must also send the DEP's Commissioner and the applicant a copy of the documents. All the information listed in the next section must be submitted at the time the appeal is filed. Only the extraordinary circumstances described at the end of that section will justify evidence not in the DEP's record at the time of decision being added to the record for consideration by the Board as part of an appeal.

#### WHAT YOUR APPEAL PAPERWORK MUST CONTAIN

The materials constituting an appeal must contain the following information at the time submitted:

1. *Aggrieved Status.* Standing to maintain an appeal requires the appellant to show they are particularly injured by the Commissioner's decision.
2. *The findings, conclusions or conditions objected to or believed to be in error.* Specific references and facts regarding the appellant's issues with the decision must be provided in the notice of appeal.
3. *The basis of the objections or challenge.* If possible, specific regulations, statutes or other facts should be referenced. This may include citing omissions of relevant requirements, and errors believed to have been made in interpretations, conclusions, and relevant requirements.
4. *The remedy sought.* This can range from reversal of the Commissioner's decision on the license or permit to changes in specific permit conditions.

5. *All the matters to be contested.* The Board will limit its consideration to those arguments specifically raised in the written notice of appeal.
6. *Request for hearing.* The Board will hear presentations on appeals at its regularly scheduled meetings, unless a public hearing is requested and granted. A request for public hearing on an appeal must be filed as part of the notice of appeal.
7. *New or additional evidence to be offered.* The Board may allow new or additional evidence as part of an appeal only when the person seeking to add information to the record can show due diligence in bringing the evidence to the DEP's attention at the earliest possible time in the licensing process or show that the evidence itself is newly discovered and could not have been presented earlier in the process. Specific requirements for additional evidence are found in Chapter 2, Section 24(B)(5).

#### OTHER CONSIDERATIONS IN APPEALING A DECISION TO THE BOARD

1. *Be familiar with all relevant material in the DEP record.* A license file is public information made easily accessible by DEP. Upon request, the DEP will make the material available during normal working hours, provide space to review the file, and provide opportunity for photocopying materials. There is a charge for copies or copying services.
2. *Be familiar with the regulations and laws under which the application was processed, and the procedural rules governing your appeal.* DEP staff will provide this information on request and answer questions regarding applicable requirements.
3. *The filing of an appeal does not operate as a stay to any decision.* An applicant proceeding with a project pending the outcome of an appeal runs the risk of the decision being reversed or modified as a result of the appeal.

#### WHAT TO EXPECT ONCE YOU FILE A TIMELY APPEAL WITH THE BOARD

The Board will formally acknowledge initiation of the appeals procedure, including the name of the DEP project manager assigned to the specific appeal, within 15 days of receiving a timely filing. The notice of appeal, all materials accepted by the Board Chair as additional evidence, and any materials submitted in response to the appeal will be sent to Board members along with a briefing and recommendation from DEP staff. Parties filing appeals and interested persons are notified in advance of the final date set for Board consideration of an appeal or request for public hearing. With or without holding a public hearing, the Board may affirm, amend, or reverse a Commissioner decision. The Board will notify parties to an appeal and interested persons of its decision.

#### II. APPEALS TO MAINE SUPERIOR COURT

Maine law allows aggrieved persons to appeal final Commissioner licensing decisions to Maine's Superior Court, see 38 M.R.S.A. § 346(1); 06-096 CMR 2.26; 5 M.R.S.A. § 11001; & MRCivP 80C. Parties to the licensing decision must file a petition for review within 30 days after receipt of notice of the Commissioner's written decision. A petition for review by any other person aggrieved must be filed within 40-days from the date the written decision is rendered. The laws cited in this paragraph and other legal procedures govern the contents and processing of a Superior Court appeal.

#### ADDITIONAL INFORMATION

If you have questions or need additional information on the appeal process, contact the DEP's Director of Procedures and Enforcement at (207) 287-2811.

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**Note:** The DEP provides this INFORMATION SHEET for general guidance only; it is not intended for use as a legal reference. Maine law governs an appellant's rights.

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**Appendix C**

**Correspondence with Maine Historic Preservation Commission**



MAINE HISTORIC PRESERVATION COMMISSION  
11 CAPITOL STREET  
65 STATE HOUSE STATION  
AUGUSTA, MAINE  
04333

ELIAS BALDACC  
GOVERNOR

EARLE G. SHETTLEWORTH, JR.  
DIRECTOR

June 27, 2007

Ms. Denise Cameron  
Northeast Civil Solutions  
153 U.S. Route 1  
Scarborough, ME 04074

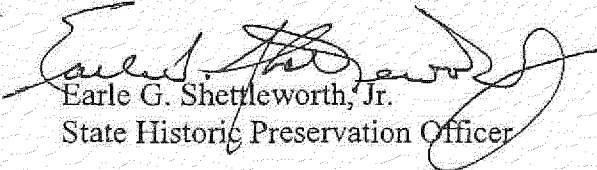
RE: MHPC 3091-05, Village at Little Falls, Windham

Dear Ms. Cameron:

My staff archaeologist, Dr. Arthur Spiess, has reviewed the Phase II archaeological survey report for this project by Dr. Stuart Eldridge, NEA, dated June 2007. The report is acceptable as written, and we agree with the conclusions in the report, specifically that neither archaeological site 8.20 nor any other site will be affected by the project.

I find that there will be no historic or archaeological properties affected by the proposed subdivision.

Sincerely,

  
Earle G. Shettleworth, Jr.  
State Historic Preservation Officer

cc: Stuart Eldridge



PRINTED ON RECYCLED PAPER

**VIL\_RESP02799**  
FAX: (207) 287-2335

**Appendix D**

**Correspondence with Portland Water District**

  
Portland Water District  
FROM SEABOARD LAKE TO CASCO BAY

MAR 16 2007

March 16, 2007

Mr. Lee Allen, P.E.  
Northeast Civil Solutions  
153 U.S. Route One  
Scarborough, Maine 04074

RE: Water and Sewer Utility Service for Village at Little Falls, Windham, Maine

Dear Mr. Allen:

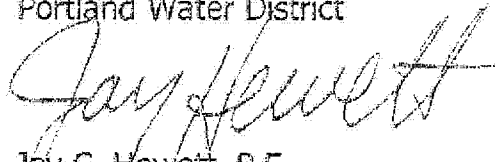
I have conservatively estimated that the Village at Little Falls (VLF) will generate water and sewer flows of approximately 19,600 gallons per day on an average daily basis at full development. I am pleased to confirm that there is adequate capacity in the District's water system to supply this need. The District has existing water mains on both Depot Street and Main Street that will be connected through your project streets to provide both domestic and fire-fighting needs. Water pressure in our South Windham mains is approximately 60 to 70 pounds per square inch at normal demand periods and approximately 750 gallons per minute are available for fire fighting. The District's water supply meets all state and federal regulations for water quality.

The situation with sewerage service is different, however. Windham presently owns approximately 20,000 gallons per day of treatment capacity in the District's existing Little Falls Waste Water Treatment facility. Given the existing average Windham wastewater flow of 10,000 gallons per day, you can see that additional capacity will be needed to serve the fully developed VLF project. We estimate that existing treatment capacity exists to serve approximately 50 units of the planned development.

As you know, the Towns of Windham and Gorham have undertaken the construction of additional wastewater handling capacity that is expected to be available by the end of 2007. When complete, Windham will have the ability to convey over 100,000 gallons per day of wastewater to the Westbrook-Gorham interceptor sewerage and treatment system for ultimate treatment and disposal at the Westbrook Regional Wastewater Treatment Facility. Thus, by the end of 2007, the District expects to be able to have adequate wastewater system capacity for the full VLF project with reserves for future growth in Windham.

We look forward to working further with you, the developer and the Town of Windham to refine the water and wastewater systems design within your project. Please contact me if you need anything further.

Yours truly,  
Portland Water District

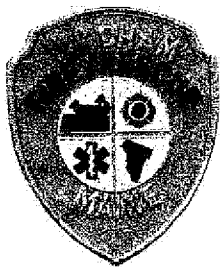


Jay C. Hewett, P.E.  
Chief Engineer

**Appendix E**

**Correspondence with Windham Fire-Rescue Department**

**VIL\_RESP02803**



**Planning Board  
Project Review Form**

**Date:** August 10, 2007

**To:** Director of Planning Brooks More

**From:** John K. Wescott Deputy Chief

**Project Address:** Village at Little Falls

**Tax Map**

**Comments:** Previously the Windham Fire – Rescue Department had review the sketch plans for the project Village at Little Falls. I have recently received a letter from North East Civil Solutions seeking our opinion on several issues. One of the concerns of the planning board was enough radius for the turning of our aerial apparatus. The turning radius seems to be o.k. Also the planning board wanted two speed bumps near the intersection of Trillium Lane and Fiddlehead Drive. The fire department is opposed to any speed bumps in the project because of undue stresses put on our heavy apparatus. However, we understand the planning boards point of view in trying to slow traffic down and trying to deter vehicle traffic using the emergency entrance on Sappi's property. If this is the only alternative to deter vehicle traffic through this area we will accept that.

On another point we came to understand that this well be a private project and that snow removal will be done through private contracting. If this is truly the case this agency would propose the snow removal would include the shoveling of the four proposed hydrants in an effort of a fire safe neighborhood. And our last request would be to ban all unnecessary off street parking where as the width of the roads are going to make it difficult for the movement of fire apparatus through the neighborhood.

\_\_\_\_\_ I have no concerns with this project.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**VIL\_RESP02804**



## **Exhibit 21**

### **DEVELOPMENT IMPACT FEES**

The development will significantly raise the real-estate value of the property, thus increasing the Town's tax revenue. This increase in tax revenue will offset the impact on community facilities. The applicant will also be contributing funds to the improvements along Depot Street and the construction of a sewer pump station. In addition, HRC-Village at Little Falls, LLC will be contributing \$36,000 to the town's recreational fund. Please refer to Exhibit 18 of the Final Subdivision Plan Application for further information regarding the development's impact on community facilities.



## Exhibit 22

### **CONFORMANCE WITH SUBDIVISION GENERAL PURPOSE**

The Village at Little Falls project was designed to meet the Town of Windham's general requirements (Section 213-VIII), design standards (Section 213-Article IX) and subdivision ordinance (Section 213-1-A-K).

#### **A: Water and Air Pollution**

The project will not result in undue air pollution. The subdivision will not generate any point sources of air emissions other than house chimneys serving individual heating units. Non-point sources will be restricted to vehicular traffic using this subdivision. The type and nature of air emissions for the project has been reviewed and approved by the Maine Department of Environmental Protection under the Village at Little Falls Site Location of Development Review.

Likewise, the subdivision will not cause undue water pollution. In fact, the removal of the abandoned mill, the site clean-up, the restoration of the natural shoreline along the Presumpscot River, and the installation of the stormwater treatment systems will greatly reduce the levels of water pollution for the site.

#### **B&C: Water Supply**

The proposed subdivision will be serviced by public water. The applicant has designed the water distribution system with input from the Portland Water District. The water district has indicated in the attached letter that there is a sufficient quantity of healthy water to service the subdivision. Therefore, the project will not cause an unreasonable burden on the existing water supply for the neighborhood.

#### **D: Soil Erosion**

The proposed project will not cause unreasonable soil erosion nor will it reduce the capacity of the land to hold water. Temporary and permanent erosion control procedures are outlined in the attached planset. These measures will greatly reduce the potential for soil erosion. The proposed erosion control plan has been reviewed and approved by the Maine Department of Environmental Protection under the Village at Little Falls Site Location of Development Review.

#### **E: Roads & Highways**

The proposed development will not cause an unreasonable level of congestion on existing public roads, private ways, or highways. William Bray, PE has prepared traffic report and study for the Village at Little Falls Development. Gorrill-Palmer Consulting Engineers has reviewed the traffic report, and has agreed that left hand turn treatment is not warranted. Please refer to Section 19 of the Subdivision Plan Application for more information regarding the impact on roads and highways.

#### **F & G: Solid and Sewage Waste Disposal**

The proposed subdivision will provide for adequate solid and sewage waste disposal and thus will not cause an unreasonable burden on the ability of the Town to dispose of solid waste and sewage.

**VIL\_RESP02808**

The Village at Little Falls sewer system was designed with input from the Portland Water District. The applicant is also helping to finance the construction of a new sewer pump station on site. This new pump station will provide sufficient capacity for the proposed Village at Little Falls project and provide additional reserves for future growth in Windham. Further information regarding the wastewater disposal capacity is attached in the letter from the Portland Water District. The sewage waste disposal was also reviewed by the Maine Department of Environmental Protection under the Village at Little Falls Site Location of Development Review.

The Maine Department of Environmental Protection has also reviewed and approved the proposed solid waste disposal methods for the Village at Little Falls development. All solid waste will be removed by a private hauler and taken to Region Waste Systems for disposal. All non-wood construction debris will be picked up on site and be hauled to Plan-It Recycling in Gorham, Maine or Riverside Recycling in Portland, Maine. All construction and demolition debris generated will be disposed of in compliance with the Solid Waste Management Regulations of the State of Maine.

#### **H: Municipal and Governmental Services**

The proposed project will not cause an unreasonable burden to the Town of Windham's municipal and governmental service. The development will be serviced by private streets, and thus will not require town maintenance or public snow removal. Furthermore, the abandoned mill attracts vandals to the area and is a hazard to public safety. Recently, arson fires have been set on the property. By removing the mill and developing the site, the project will be removing a burden from the local police and fire departments. Further information regarding these community impacts is included in Exhibit 18 and 21 of the Subdivision Plan Application.

#### **I: Natural Scenic Beauty & Impact to Historic Sites**

The development will have a net positive environmental impact on the site. The removal of the old mill building and the restoration of the riverbank will aid in cooling the Presumpscot River, thereby improving fish and wildlife habitat. In addition, the demolition of the old mill building and the associated site clean up will result in the removal of many pollutants from the site.

The Maine Department of Environmental Protection (DEP) has reviewed and approved of the project under the Site Location of Development Act and the Natural Resource Protection Act. The DEP reviewed the potential impacts to the existing habitats, natural scenic beauty, and wildlife.

The applicant has also conducted a Phase II Archeological Survey of the area. This survey has been reviewed and approved by the Maine Historic Preservation Commission. Therefore, the project does not pose an unreasonable risk to any known historic sites.

Please refer to Exhibit 19 of the Preliminary Subdivision Application for further information regarding the developments affect on natural areas and historic sites.

#### **J: Conformance with the Comprehensive Plan**

The proposed development has been designed in accordance with the standards outlined in the Town of Windham Ordinances and the Comprehensive Master Plan. The preservation of scenic

vistas and natural features is an essential part of the Vision Statement of the Town's Comprehensive Plan. The removal of the abandoned mill and restoration of natural landscape along the Presumpscot River Village will greatly improve the scenic views along the river for the neighborhood.

Furthermore, the site is located in a "growth area" for the Town of Windham. The Comprehensive Plan encourages growth of "village-like" developments in this area of town. This "village-like" style has been incorporated into the proposed site layout and architectural features.

**K: Financial and Technical Capacity**

The applicant has adequate financial and technical capacity to complete the Village at Little Falls project to town standards. Additional information regarding the financial and technical capacity is included in Exhibit 14 and 15 of the Preliminary Subdivision Application. Please note that the Maine Department of Environmental Protection has also approved this information during the Site Location of Development Act review process.

**L: River Impacts**

A portion of the site borders the Presumpscot River. The proposed project includes the removal of the existing decrepit mill building and the restoration of the riverbank. This will greatly aid in cooling the Presumpscot River, thereby improving fish and wildlife habitat. In addition, the demolition of the old mill building and the associated site clean up will result in the removal of many pollutants from the site. Therefore, the development will have a net positive environmental impact on the river.

  
Portland Water District  
FROM SEBAGO LAKE TO CASCO BAY

MAR 16 2007

March 16, 2007

Mr. Lee Allen, P.E.  
Northeast Civil Solutions  
153 U.S. Route One  
Scarborough, Maine 04074

RE: Water and Sewer Utility Service for Village at Little Falls, Windham, Maine

Dear Mr. Allen:

I have conservatively estimated that the Village at Little Falls (VLF) will generate water and sewer flows of approximately 19,600 gallons per day on an average daily basis at full development. I am pleased to confirm that there is adequate capacity in the District's water system to supply this need. The District has existing water mains on both Depot Street and Main Street that will be connected through your project streets to provide both domestic and fire-fighting needs. Water pressure in our South Windham mains is approximately 60 to 70 pounds per square inch at normal demand periods and approximately 750 gallons per minute are available for fire fighting. The District's water supply meets all state and federal regulations for water quality.

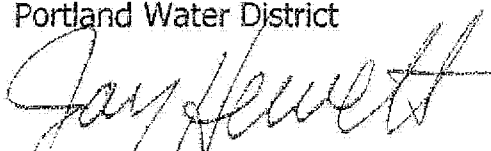
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As you know, the Towns of Windham and Gorham have undertaken the construction of additional wastewater handling capacity that is expected to be available by the end of 2007. When complete, Windham will have the ability to convey over 100,000 gallons per day of wastewater to the Westbrook-Gorham interceptor sewerage and treatment system for ultimate treatment and disposal at the Westbrook Regional Wastewater Treatment Facility. Thus, by the end of 2007, the District expects to be able to have adequate wastewater system capacity for the full VLF project with reserves for future growth in Windham.



We look forward to working further with you, the developer and the Town of Windham to refine the water and wastewater systems design within your project. Please contact me if you need anything further.

Yours truly,  
Portland Water District

A handwritten signature in cursive script, reading "Jay Hewett". The signature is written in dark ink and is positioned above the printed name and title.

Jay C. Hewett, P.E.  
Chief Engineer

SECTION B

# FINAL SITE PLAN APPLICATION

## VILLAGE AT LITTLE FALLS

Route 202  
Tax Map 38, Parcels 6&7  
Windham, Maine

Prepared For:  
HRC – Village at Little Falls, LLC  
2 Market Street  
Portland, Maine 04101

August 2007



Prepared by:  
Northeast Civil Solutions, Inc.  
153 U.S. Route 1  
Scarborough, ME 04074

29522

VIL\_RESP02814

**TOWN OF WINDHAM, MAINE**  
**SITE PLAN APPLICATION FORM – Final Plan**  
 (Ordinance Section 140-38 et seq.)

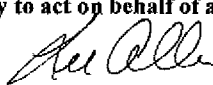
The final site plan application shall include fifteen (15) copies of each plan, map, or drawing, and any related information which shall be printed or reproduced on paper.

Please identify any amended or modified identification information about the applicant, name, location, or proposed use of project, contact person/agent, or other information included on the cover page of the previously submitted Site Plan Preapplication/Sketch Plan Application.

Application ID # \_\_\_\_\_

√ if Amended	Type of Information	Description of Information	Date Amended

Please complete and sign the following:

	Check when completed	
	Applicant	Staff
I certify that I received and read the PLANNING BOARD APPLICATION PROCEDURES AND REQUIREMENTS and that all the information in this application form and accompanying materials is true and accurate to the best of my knowledge.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Signature of Applicant (If signed by applicant's agent, provide written documentation of authority to act on behalf of applicant.) 	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Print or type name and title of signer Lee Allen, P.E., Project Manager, Northeast Civil Solutions	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Date Prepared August, 27, 2007	<input checked="" type="checkbox"/>	<input type="checkbox"/>



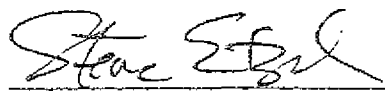
*Northeast Civil Solutions*  
INCORPORATED

February 12, 2007

To Whom It May Concern:

RE: Village at Little Falls, LLC

I, Steve Etzel, on behalf of HRC-Village at Little Falls, LLC, authorize Northeast Civil Solutions, Inc. to sign any and all applications, plans, permit requests, and other paperwork in conjunction with obtaining final municipal and state approval for the Village at Little Falls residential development on Route 202 in Windham, Maine.

 2/13/07  
Steve Etzel, Vice Pres.      Date

FEB 14 2007

VIL\_RESP02816

## Final Site Plan EXHIBIT CHECKLIST

Please identify each exhibit (1 – 3) or Amendment or Modification of Any EXHIBITS submitted as part of the previous Site Plan Preapplication/Sketch Plan Application.

✓ if Amended:

_____	Amended	EXHIBIT	2	Covenants and Easements
_____	Amended	EXHIBIT	3	Access
_____	Amended	EXHIBIT	4	Soils

✓ and list, if Amended:

\_\_\_\_\_  
\_\_\_\_\_

Please mark each exhibit in the application as follows:

EXHIBIT	8	Waiver Requests and Impact on Criteria
EXHIBIT	9	Natural Features
EXHIBIT	10	Sewage Disposal Connections
EXHIBIT	11	Flood Elevation
EXHIBIT	12	Elevations of Buildings
EXHIBIT	13	Elevation of Signs
EXHIBIT	14	Conformance with Town Site Plan Requirements
EXHIBIT	15	Financial Capacity
EXHIBIT	16	Technical Capacity
EXHIBIT	17	Consultant Description
EXHIBIT	18	Approvals from Other Agencies
EXHIBIT	19	Community Facilities Impact
EXHIBIT	20	Development Impact Fees

## Final Site Plan Application

The final site plan shall be printed or reproduced on paper, showing or accompanied by the following information:

	Check when completed	
	Applicant	Staff
<b>I. PROJECT DESCRIPTION</b>		
A. Total land area of site (all contiguous land in same ownership) in square feet <u>349,648</u> in acres <u>8.03</u>	X	
Total floor area of each proposed building in square feet Building 1 _____ Building 2 _____ Building 3 _____	See Attached	
Footprint of each proposed building in square feet Building 1 _____ Building 2 _____ Building 3 _____	See Attached	
Height of each proposed building in ft: Building 1 _____ Building 2 _____ Building 3 _____	See Attached	
in stories: Building 1 _____ Building 2 _____ Building 3 _____	X	
Total number of proposed parking spaces <u>56</u> (See Site Plan Note 3)	X	
Number of proposed handicap parking spaces <u>1</u> (At Apartment Bldg)	X	
B. Total floor area of each existing building in square feet Building 1) <u>3,468 sf</u> Building 2) <u>1,544 sf</u> Building 3) <u>985 sf</u> Building 4) <u>36,486 sf</u> * Note: All existing buildings will be removed	X	
Footprint of each existing building in square feet Building 1) <u>3,468 sf</u> Building 2) <u>1,544 sf</u> Building 3) <u>985 sf</u> Building 4) <u>109,458 sf</u>	X	
<b>II. SITE PLAN DRAWINGS AND MAPS showing or accompanied by the following information:</b>		
All plans and information provided as part of preapplication/sketch plan (Section 140-38. D.1.) and any amendments suggested or required by the Planning Board	X	
<b>A. Site Plan drawings</b>		
1. Number and date all sheets and provide space for revision dates	X	
2. Show all dimensions in feet and decimals, drawn to a scale of not more than one hundred (100) feet, preferably forty (40) feet, to the inch. All buildings, parking areas, signs, and landscaping at a scale sufficient to permit the study of all elements of the site plan. (Section 140-38.E.)	X	
<b>B. Title Block</b>		
1. Identify plan as "Final Site Plan", "Amended" if applicable	X	
2. Name and address of project	X	
3. Name(s) and address(es) of owner(s) of record and applicant	X	
4. Name(s) and address(es) of plan designer(s)	X	
<b>C. Plan References</b>		
1. North arrow (using Maine State Grid)	X	
2. Graphic map scale	X	
3. Certification by a registered professional land surveyor that all survey, deed, and supporting information of the final site plan application accurately reflects the true conditions existing on the site (Section 140-38)	X	

Approved \_\_\_\_\_  
Amended \_\_\_\_\_

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4. Certification by a professional civil engineer that the change in hydrologic conditions will not cause off-site flood damage to public or private property	X	
<b>D. Zoning Notes</b>		
1. List of applicable space and bulk standards, comparing required and proposed	X	
2. Proposed number of units (if applicable)	X	
3. Required and proposed number of regular and handicap parking spaces and dimensions of regular and handicap space	X	
4. Total square footage of each existing and proposed buildings	X	
5. Total square footage of each proposed building footprint	X	
6. Total square footage of each proposed use	X	
<b>E. Waiver Notes</b>		
All requested waivers and attach, as <b>EXHIBIT 8</b> , a written description of:	NA	
1. any waiver of requirements of the Land Use Ordinance the applicant is requesting including an explanation of the undue hardship or special design requirements which are the basis for the requests		
2. how the requested waiver may be granted without detriment to prevailing character or creation of a nuisance from the:	NA	
a. location and character of natural features	NA	
b. landscaping, topography, and natural features	NA	
c. vehicular access, circulation, and parking	NA	
d. pedestrian circulation	NA	
e. signs and lighting	NA	
f. public safety	NA	
g. basic criteria of Section 140-38 Section 140-38.K. and L.)	NA	
<b>F. Conditions of Approval</b>		
1. Describe all conditions of preapplication sketch plan approval	X	
2. The following Amendment/Revision note: "The entire site plan shall be developed and/or maintained as depicted on the site plan and in accordance with all accompanying written submittals and in accordance with any conditions attached by the Planning Board. Approval by the Planning Director shall be required for any minor alterations to or deviations from the approved site plan, including, without limitation: topography; drainage; landscaping; retention of wooded or lawn areas; access; utilities; size, location and surfacing of parking areas; and location and size of buildings. Major alterations or deviations must be approved by the Planning Board as revisions or amendments. The initial determination of whether a change is minor or major will be made by the Planning Director and the Planning Board Chair." (Section 140-38.E.7.)	X	
3. The following Sunset Provision note: "Failure to commence substantial construction of a site plan within two (2) years of the date of final Planning Board approval of the plan, shall render the plan null and void." (Section 140-38 H.3.)	X	

	Check when completed	
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4. The following Driveway Opening Permit note: "Prior to the construction of a driveway serving any use, the owner(s) of the property must secure, in writing, all required permits for a driveway opening (i.e. "curb cut") from either the Town of Windham's Department of Public Works and/or the State of Maine Department of Transportation, as necessary, and submit a copy of said permits as part of an application for any future building permit." (Section 140-38.E.7.)	X	
5. The following Foundation Drains note: "Buildings within the site plan shall be constructed with provisions for either of the following: a. A positive free outlet foundation drain, whereby the footing elevations should be set as established by the builder or engineer. b. Any other foundation drainage system, such as, but not limited to, a sump hole, whereby the bottom of the footing elevation shall be at least twelve (12) inches above the limiting groundwater level as determined by a licensed site evaluator and approved by the Town of Windham Code Enforcement Officer." (Section 140-38.E.7.A. and B.)	X	
G. Show the entire parcel(s), plus streets, private ways or roads, owners, land use, and zoning on and adjacent to property	X	
H. Locate on the site plan all open drainage courses (Section 140-38.D.3.), wetlands, stone walls, graveyards, fences, stands of trees, and other important or unique natural areas and site features, including but not limited to floodplains, deer wintering areas, significant wildlife habitats, fisheries, and scenic areas, habitat for rare and endangered plants and animals, unique natural communities and natural areas, sand and gravel aquifers, and historic and/or archaeological resources, or site elements and attach, as <u>EXHIBIT 9</u> , a written description of those elements to be preserved (Section 140-38.D.13. and Section 140-38.E.8.)	X	
I. Contour lines at intervals of not more than ten (10) feet or at such lesser intervals as the Planning Board may require (Section 140-38.D.4.)	X	
J. Typical cross sections and profiles of the proposed grading for roadways, sidewalks, etc., including width, type of pavement, elevations, and grades (Section 140-38.D.5.)	X	
K. Location of proposed connection to existing water supply or alternative means of providing water supply to the site. (Section 140-38.D.6.) Construction designs for connection with existing or proposed water supply or alternative means of providing water supply to the site.	X	
L. Location of proposed connection to existing sanitary sewer system or alternative means of treatment and disposal for the site (Section 140-38.D.7.)	X	
M. Construction designs for connection with existing or proposed sanitary sewer system or alternative means of providing water supply to	NA	

	Check when completed	
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the site. If a private sewage disposal system is proposed, locate test pits on plans and attach, as <u>EXHIBIT 10</u> :	NA	
1. location and results of tests to ascertain subsurface soil groundwater conditions		
2. estimated waste water flows per lot or per dwelling unit (if dwelling units are proposed)	X	
3. letter from a hydrogeologist stating that septic runoff from the development will not exceed state safe drinking water standard of ten (10) milligrams per liter and will not adversely affect adjacent property or private water supplies. (Section 140-38.D.9.)	NA	
N. A drainage plan and that complies with Chapter 142 Surface Water Protection Ordinance. (Section 140-38.D.10.) Include dimensions of culverts and all other relevant elements.	X	
O. Construction design plans and details for any bridges or culverts which may be required (Section 140-38.D.11.)	NA	
P. The location of all parcels of land proposed to be dedicated (Section 140-38.D.12.) and attach, as an addendum to <u>EXHIBIT 1</u> , a written description of the acreage and location of all streets, pedestrian ways, easements, and public open spaces shown on the site plan that the applicant proposes to dedicate to the Town or others, including:	NA	
1. a legal description of those open spaces,		
2. written offers of cession to the Town, and	NA	
3. copies of agreements or other documents showing the manner in which title to open spaces are to be retained by the applicant. (Section 140-38.D.21. and 22.)	NA	
Q. Boundary and names of soils and test pits and attach, as an addendum to <u>EXHIBIT 4</u> , a report identifying the boundaries and names of soils in the subdivision in accord with the US Department of Agriculture Soil Conservation Service National Cooperative Soil Classification (Section 140-38.D.14.)	X	
R. A soil erosion and sediment control plan (Section 140-38.D.15.)	X	
S. Boundary and elevation of base flood and attach, as <u>EXHIBIT 11</u> , a written description of base flood elevation (Section 140-38.D.17.)	X	
T. Street names and lines, pedestrian ways, easements, open space, and areas to be reserved for or dedicated to public use. Sufficient data to determine readily the location, bearing, and length of every street line, lot line, and boundary line, and to reproduce such lines upon the ground. Parting lines of all lands adjoining the site shall be shown. (Section 140-38.D.18. and 19.)	X	
U. Sufficient data to locate the length of all straight lines, the deflection angles, radii, length of curves and central angles of all curves, tangent distances and tangent bearing for each street (Section 140-38.D.20.)	X	
V. Location of permanent reference monuments to be constructed and placed upon final site plan approval (Section 140-38.D.23.)	X	
W. The proposed landscaping program of the applicant (Section 140-	X	

	Check when completed	
	Applicant	Staff
38.D.24.)		
X. Adjacent building outlines and other outstanding features within two hundred (200) feet or more may be required by the Planning Board (Section 140.38.E.)	X	
Y. Attach as <u>EXHIBIT 12</u> typical elevations and floor plans of all buildings may also be required (Section 140-38.E.)	X	
Z. Attach as <u>EXHIBIT 13</u> elevations for all signs (Section 140-38.E.)	X	
<b>III. CONFORMANCE WITH SITE PLAN REQUIREMENTS</b>		
Attach, as <u>EXHIBIT 14</u> (Section 140-38.E.1.-4. and 6.), a written description of how the proposed use and design and layout meets the following site plan requirements:	X	
A. Provisions of this chapter, other regulations and ordinances of the Town, and the intent of the Comprehensive Plan, as amended		
B. Location, size, and character that is in harmony with the appropriate and orderly development of the surrounding area	X	
C. Will make vehicular or pedestrian traffic no more hazardous than is normal for the area involved, including turning movements in relation to traffic flow, proximity to and relationship to intersections, adequacy of site distance, location and access of off-street parking, provisions of pedestrian traffic, and minimization of pedestrian-vehicular contacts	X	
D. Location and height of buildings, structure walls, fences, parking, loading, and landscaping will not interfere or discourage appropriate development in the use of land adjacent to the proposed site or unreasonably affect its value	X	
E. On-site landscaping provides adequate protection to neighboring properties from detrimental features of the development that could be avoided by adequate landscaping	X	
F. Town Design Guidelines for pedestrian spaces, parking areas, service areas, multiple building developments, buffers and screens, curbing, stormwater management, architecture, landscaping, lighting, and signage and sign design (Section 140-38.E.9.)	X	
<b>IV. FINANCIAL CAPACITY</b>		
A. Estimated cost of the project (including land purchase and development costs: <u>\$10 Million</u> )	X	
B. Attach, as <u>EXHIBIT 15</u> , reasonable evidence of financial capacity to complete the development as planned (Section 140-38.E.5.). Reasonable evidence shall include <u>one</u> of the following ( <u>please check type of evidence as appropriate</u> ):	X	
1. A written statement from the applicant's bank or a certified public accountant who recently has audited the applicant's finances stating that the applicant has cash reserves in the amount of the estimated cost of the project and can devote those reserves to the project		
2. When the applicant will personally finance the development, provide copies of bank statements or other evidence that the applicant can devote these funds to the project	NA	

	Check when completed	
	Applicant	Staff
3. The most recent corporate annual report indicating availability of sufficient funds to finance the development, together with a statement from the applicant that the funds are available and will be used for the proposed project	X	
4. Copies of contracts which will provide the source of funding for the operation and maintenance of the development when completed	NA	
5. A letter from a financial institution, governmental agency, or other funding agency which indicates a timely <u>commitment</u> to provide a specified amount of funds and the uses for which the funds may be utilized	NA	
6. In cases where outside funding is required, but there can be no commitment of money until regulatory approvals are received, a formal letter of "intent to fund upon approval" from the appropriated funding institution indicating the amount of funds it is prepared to provide and their specified uses and the conditions on which funds will be made available	NA	
7. A letter from a financial institution indicating knowledge of the applicant and a potential interest in providing funding for the project. If this type of letter is submitted as evidence of financial capacity to complete the project, the application may be deemed to be complete but the Planning Board may require as a condition of approval that one of the other six methods provided herein for demonstrating financial capacity be submitted before a building permit may be issued for the project.	NA	
<b>V. TECHNICAL CAPABILITY</b>		
A. List, as <u>EXHIBIT 16</u> :	X	
1. all projects undertaken within the last five years, beginning with the most recent project (if appropriate) <u>or</u>		
2. indicate that applicant has done no prior projects		
B. Attach, as <u>EXHIBIT 17</u> , the names, addresses, and contact information for all consultants retained for this proposed project, such as engineers, surveyor, landscape architects, architects, environmental consultants, planners, and those firms or personnel who will be responsible for constructing, operating and maintaining this project	X	
<b>VI. APPROVALS FROM OTHER AGENCIES</b>		
Attach, as <u>EXHIBIT 18</u> , a list of approvals needed from other agencies, including but not limited to the Maine Department of Environmental Protection and U.S. Environmental Protection Agency. If the site plan requires review under the Site Location Law, is located in the direct watershed of a waterbody most at risk from new development, and/or is located within sensitive or threatened regions or watersheds, provide a written description of how the site plan meets all of the applicable standards of 38 M.R.S.A. §481-490 as amended and 38 M.R.S.A. 420 (D)(1-11), as amended.	X	

	Check when completed	
	Applicant	Staff
<b>VII. COMMUNITY FACILITIES IMPACT</b>		
Based on the components, analysis, and standards of approval described in Section 140-38.G.1., attach as <b>EXHIBIT 19</b> :	X	
A. a list of the construction items that will be completed by the developer prior to the sale of lots		
B. a list of construction and maintenance items that must be borne by the Town, including but not limited to schools and school buses, road maintenance and snow removal, police and fire protection, and recreation facilities	X	
C. a reasonable cost estimate to the Town for the above services to provide an analysis of the impact of the proposed site plan upon such services	X	
D. an analysis of the proposed site plan's impact of the sewage disposal system, water system, school system, public safety providers, Public Works Department, solid waste, stormwater management, and recreational resources	X	
E. a written description of how the proposed site plan meets the Town's standards of approval for utilization of the site and historic and archaeological resources	X	
<b>VIII. DEVELOPMENT IMPACT FEES</b>		
Attach, as <b>EXHIBIT 20</b> , an estimate of the amount of the required off-site municipal infrastructure impact fee, based on Section 140-38.G.2., for roads and recreation and park areas.	X	

For Planning Board Use Only	
Required Third Party Review	_____
Legal Questions	_____
Anticipated Waivers	_____
Motion	_____
Action/Vote	_____
Date	_____
Conditions of Approval	_____

Approved \_\_\_\_\_  
Amended \_\_\_\_\_



Exhibit 8

**REQUEST FOR WAIVERS**

The applicant does not request any waivers of the site plan ordinance requirements.



Exhibit 9

**NATURAL FEATURES**

Please refer to Exhibit 19 of the Preliminary Subdivision Application for a description of the site's natural features. No conservation open space is required for the development of this project.



Exhibit 10

**SEWAGE DISPOSAL CONNECTIONS**

The proposed development will be connected to the public sewer system. Please refer to Exhibit 10 of the Preliminary Subdivision Application for additional information regarding the proposed sewage disposal system.



Exhibit11

**FLOOD ELEVATIONS**

Please refer to Exhibit 12 of the Preliminary Subdivision Application for information relating to the project's relation to the 100-year flood plain. Additional information regarding FEMA's approval of the "Conditional Letter of Map Revision Based on Fill Comment Document (CLOMR-F)" is attached as Exhibit 20 in the Final Subdivision Application.



Exhibit 12

**ELEVATIONS OF BUILDINGS**

Please refer to the architectural drawings in the attached planset for building elevations.



Exhibit 13

**ELEVATIONS OF SIGNS**

Please refer to the attached Landscape Plans for signage information.

**VIL\_RESP02836**



## Exhibit 14

### CONFORMANCE WITH TOWN SITE PLAN REQUIREMENTS

#### **A: Conformance with Master Plan and Ordinances:**

The proposed development has been designed in accordance with the standards outlined in the Town of Windham Ordinances and the Comprehensive Master Plan. The preservation of scenic vistas and natural features is an essential part of the Vision Statement of the Town's Comprehensive Plan. The removal of the abandoned mill and restoration of natural landscape along the Presumpscot River Village will greatly improve the scenic views along the river for the neighborhood.

Furthermore, the site is located in a "growth area" for the Town of Windham. The Comprehensive Plan encourages growth of "Village-like" developments in this area of town. This "Village-like" style has been incorporated into the proposed site layout and architectural features.

#### **B: Harmony with Surrounding Area:**

The visual quality and scenic character of the community will be greatly improved as a result of the proposed development. The dilapidated industrial building will be removed from the site and the riverbank will be restored to a natural vegetative state. In addition, the design, layout, and styling of the proposed development will match well with the character of the surrounding neighborhood.

#### **C: Vehicular and Pedestrian Traffic Impacts:**

The development will not create a hazardous condition for vehicular or pedestrian traffic in or around the development. Please refer to Exhibit 19 Appendix G of the Subdivision Application for additional information regarding traffic movement.

#### **D: Effect on Adjacent Land Use:**

The proposed development will have a positive impact on the land value of the surrounding neighborhood. The removal of the mill and associated site cleanup will improve the visual impact of the area. The razing of the mill will also remove a public safety hazard from the neighborhood. The site layout and architectural features have been designed in accordance with the natural topography of the site and the characteristics of the surrounding neighborhood.

#### **E: Landscaping:**

Landscaping has been incorporated into the design of the Village at Little Falls project in order to improve the aesthetics of the site. The landscaping will also provide screening for the dumpster and pump house. Please refer to the attached planset for Landscape Plans and Details.

#### **F: Compliance with Town Guidelines:**

The site's parking, pedestrian spaces, stormwater management, landscaping, signage and lighting has been designed in accordance with the contract zone and town guidelines.

**VIL\_RESP02838**

Stormwater Management has been designed in accordance with town's Chapter 142 Surface Water Protection Ordinances. The increase in site runoff is not anticipated to increase peak flow rates of the Presumpscot River. Stormwater will also be treated through a filtration system to remove pollutants prior to discharge into the Presumpscot River. The plan also includes both temporary and permanent erosion control measures for the site as dictated by state and local codes. Please refer to Exhibit 11 of the Preliminary Subdivision Application for additional information regarding Erosion Control Measures. Please refer to Exhibit 19 Appendix F of the Preliminary Subdivision Application for additional information regarding Stormwater Management.

The proposed development has been designed with input from the Windham Fire Rescue Department. The development includes 4 new fire hydrants and all units will be sprinklered, and all buildings will comply with the requirements of Chapter 95 Fire Prevention. Please refer to Exhibit 20 of the Final Subdivision Application for a copy of the correspondence with the Fire Rescue Department.

In addition, the layout conforms with design requirements outlined in the Contract Zone, the Vehicle and Traffic Ordinance Chapter 227, Land Use Requirements in Ordinance Chapter 140, and Subdivision Requirements in Ordinance Chapter 213. Please refer to Exhibit 19 of the Subdivision Application for more information regarding site compliance.



Exhibit 15

**FINANCIAL CAPACITY**

Please refer to Exhibit 14 of the Subdivision Application for information regarding the applicant's financial capacity.



Exhibit 16

**TECHNICAL CAPACITY**

Please refer to Exhibit 15 of the Subdivision Application for information regarding the applicant's technical capacity.



Exhibit 17

**CONSULTANT DESCRIPTION**

Please refer to Exhibit 16 of the Subdivision Application for a list of project consultants.

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Exhibit 18

APPROVALS FROM OTHER AGENCIES

Please refer to Exhibit 20 of the Final Subdivision Plan Application for a copy of the approvals from other agencies.

